



STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE, AND ECONOMIC DEVELOPMENT

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June 20, 2002

**TO:** Community Mobilization Contractors

**FROM:** Susie Roberts, Program Supervisor *SR*

**SUBJECT: POLICIES AND PROCEDURES MANUAL FOR THE COMMUNITY MOBILIZATION PROGRAM**

The Community Mobilization staff is in the process of creating an official Community Mobilization Program Policies and Procedures Manual. This manual will be made available to all contractors as guidance in CM Program operations, in addition to the CM Program Application and Contract. The CM contract has always incorporated CM Policies and Procedures by reference. We are now going to make this into a concrete document to be used by the state office and local contractors in providing more structured guidance for CM's prevention services and programs.

It will be a fairly long process to develop the entire CM Policies and Procedures Manual, with ample opportunities for input from you. We intend to work on the Manual by sections and to send drafts to local CM contractors and CMAC for input as they are finalized. We anticipate completing the manual by the end of 2002.

Your assistance in this process is important to its success. Draft documents will be e-mailed and/or faxed to you with specific deadlines for response. Please respond before the deadline for each section, as sections are completed. It would be helpful if you would let us know even if you have no suggestions, comments, or changes to recommend. That way we know you received and reviewed the document. However, if no response is received by the deadline, we will assume that the document is acceptable. There will be a procedure for ongoing review and update of the CM Policies and Procedures Manual, built in as one section of the document.

To provide comments, suggestions, or recommend changes, you may add your comments directly to the e-mailed document using Word's "track changes" tool. (Remember to save the document to your hard drive before attaching it to your e-mail. Otherwise, your changes will not be saved and sent to us.) Please use another color when making recommendations so they are not overlooked. You may also hand-write comments or recommendations on the documents and fax them back to our office, attention: Marscha Irving.

A timeline for the development of the Policies and Procedures Manual and the draft document for the process to be used in developing each section of the Manual is attached to this memorandum.

If you have any questions, comments, or wish to make any suggestions about the process of developing the CM Policies and Procedures Manual, please contact Marscha Irving at (360) 725-3029, [marschai@cted.wa.gov](mailto:marschai@cted.wa.gov); Connie Wiley at (360) 725-3033, [conniew@cted.wa.gov](mailto:conniew@cted.wa.gov); or me at (360) 725-3035, [susier@cted.wa.gov](mailto:susier@cted.wa.gov).

SR:sw

Attachments

**POLICIES AND PROCEDURES**  
**COMMUNITY MOBILIZATION AGAINST SUBSTANCE ABUSE AND  
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# Section I

## Introduction

## **I. INTRODUCTION**

**ADOPTED 9/5/2002**

### **Policies and Procedures Manual**

This Policies and Procedures Manual has been prepared to provide contractors with information to facilitate the efficient administration of Community Mobilization (CM) Programs at the local level, and has been incorporated by reference into CM Program contracts between the Department of Community, Trade and Economic Development (CTED) and local contractors.

To make this manual a practical and useful tool for program management and implementation, pertinent sections of applicable state and federal regulations are discussed. CTED periodically updates this manual by including additional and/or revised sections drawn from relevant statutes, regulations, and developments in science-based programming. These changes will be incorporated into the manual without contract amendment or renegotiation, and will be provided to local contractors in writing. Regulations included in this manual have been drawn from state statute (RCW 43.270), Education Department General Administrative Regulations (EDGAR), which govern the federal Safe and Drug-Free Schools and Communities grant funds, and other federal regulations as referenced in the EDGAR (Attachment A).

### **Use of The Policies and Procedures Manual**

Each CM contractor will be provided with a complete copy of the Policies and Procedures Manual. Contractors will keep this manual accessible for reference and be familiar with its contents. Each policy/procedure will include an "implementation or revision date". New or revised policies and procedures will be sent to each contractor upon completion along with information regarding its location in the manual. Contractors will keep their manuals up-to-date by including new documents and replacing revised documents with the most current version.

## Section II

### Legislative Mandates

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**A. Findings of Congress**

1. On October 20, 1994, the President signed into law the Improving America's Schools Act (IASA) of 1994, Public Law 103-382, which reauthorized the Elementary and Secondary Education Act (ESEA) of 1964. Title IV of ESEA, the Safe and Drug-Free Schools and Communities Act of 1994 (SDFSCA), created a comprehensive federal effort in support of National Education Goal Seven by authorizing activities that include violence prevention. In addition to the problem of drug use, the Act responds to the crisis of violence in schools by addressing the need to combat and prevent serious school crime, violence and discipline problems.
2. In 1998, the Department of Education developed the "Principles of Effectiveness", which was to be used by all contractors using Federal funding to address substance abuse and violence issues. The Principles of Effectiveness were updated in the 2002 ESEA Reauthorization and required that contractors:
  - a. Base their programs on an assessment of objective data regarding the incidence of violence and illegal drug use;
  - b. Base their programs on established performance measures;
  - c. Base their programs on scientific research that provides evidence that the program to be used will reduce violence and illegal drug use;
  - d. Be based on an analysis of the data reasonably available at the time;
  - e. Include meaningful and ongoing consultation with and input from parents.
3. In 2002, Congress re-authorized the SDFSCA with some changes. While its goals and objectives remain the same, some of the strategies have been altered. The new act requires that grants be competitive. While the regulation requires the allocation to be conducted through a competitive process, it does not stipulate the actual format, leaving state agencies to develop competitive processes that complement their local processes. The new act also eliminated the requirement for a set aside from the Governor's Portion to be used to fund Law Enforcement Education Partnership grants.
4. Up to twenty percent of each state's total grant is designated the "Governor's portion", generally to provide programs in communities that support National Education Goal Seven. In the State of Washington, Community Mobilization Against Substance Abuse (CM), within the Department of Community, Trade and Economic Development (CTED), administers the Governor's Portion of the SDFSCA grant.
5. Drug and violence prevention programs are essential components of a comprehensive strategy to promote school safety and to reduce the demand for and use of drugs throughout the nation. SDFSCA provides for linkages between schools and communities and encourages community-wide strategies in support of comprehensive drug and violence prevention. The authorized prevention activities within the SDFSCA allow state and local communities to develop drug and violence prevention plans to assist them in



achieving the goals of providing safe, disciplined, and drug-free learning environments for all young people.

6. National Education Goal Seven (of the 1994 SDFSCA) provides that by the year 2000, all schools in America will be free of drugs and violence and the unauthorized presence of firearms and alcohol, and offer a disciplined environment that is conducive to learning. The SDFSCA'S purpose is to support programs that address this goal by preventing violence in and around schools and by strengthening programs that prevent the illegal use of alcohol, tobacco and drugs; involve parents; and are coordinated with related federal, state and community efforts and resources.
7. Schools and local organizations in communities throughout the nation have a special responsibility to work together to combat the growing epidemic of violence and illegal drug use, and should measure the success of their programs against clearly defined goals and objectives, within a validated, research-based theoretical framework.

## **B. In Washington State**

1. Substance abuse is a major health and safety issue continuing to affect every community in Washington State. Cooperative and coordinated efforts which have substantial parent and community involvement have proven to be the most effective. The Community Mobilization Program (CM) provides grant funds to communities to develop and implement strategies to reduce the incidence of substance abuse and violence. CM Programs focus on involving community members in the development of strategies that reduce the impact and incidence of tobacco, alcohol, other drug abuse, and violence. In 2001, the state legislature amended RCW 43.270, *Community Mobilization Against Substance Abuse*, to remove the requirement that half of its funding be allocated through a competitive process. Currently, all state funds are allocated through a formula that includes population and county size categories.
2. CM is funded with state funds through the Omnibus Controlled Substance and Alcohol Abuse Act of 1989, Chapter 43.270 RCW, and federal funds through the U.S. Department of Education, Safe and Drug-Free Schools and Communities Act, Governor's portion. State funds for CM are appropriated by the Legislature to CTED from the state dedicated Violence Reduction and Drug Enforcement (VRDE) Account.

## **C. Applicable Federal Regulations**

1. All contract recipients are bound by the applicable rules, regulations, and policies of the U.S. Office of Management and Budget (OMB), the U.S. General Accounting Office (GAO), and the U.S. Treasury. The most applicable of these are incorporated in the references identified within this section.
2. All contract recipients should maintain, or have access to, copies of documents which present additional detailed guidance related to the award and administration of grants, sub-grants, and contracts.

3. If contract recipient organizations do not have access to the relevant documents listed below within the appropriate elements of their organizations, they may contact the following agency for copies:

Office of Administration  
Publications Unit  
Room G 236  
New Executive Office Building  
Washington, D.C. 20503

4. Relevant Regulations

OMB Circular A-73 (revised), Audit of Federal Operations and Programs. This circular sets forth policies to be followed in the audit of federal operations and programs.

OMB Circular A-87, Cost Principles for State and Local Governments. This circular establishes principles and standards for determining costs applicable to grants and contracts with state and local units of government.

OMB Circular A-88, Indirect Cost Rates, Audit, and Audit Follow-up at Educational Institutions. This defines the relevant indirect costs and audit requirements for educational institutions.

OMB Circular A-122, Cost Principles for Nonprofit Organizations. This circular established principles and standards for determining costs applicable to grants and contracts with nonprofit organizations.

OMB Circular A-128, Audits of State and Local Governments. This circular establishes the policy to be followed in the audits of the state and local units of governments under the Single Audit Act.

OMB Circular A-133, Cost Principles for Audits \* (Supercedes A-122 & 128 in certain circumstances)

Common Rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 28 CFR Part 66 (Grant Common Rule for State and Local Governments). This Common Rule contains government-wide fiscal and administrative conditions governing federal grants and cooperative agreements and sub-awards to state, local and Native Indian tribal governments. Refer to paragraph 5 below for additional information.

Common Rule, Government-Wide Debarment and Suspension (Non-procurement) and Government-Wide Requirement for Drug-Free Workplace (Grants), 28 CFR Part 67. This common rule establishes, among the federal agencies, a uniform system of non-

procurement debarment and suspension and includes requirements for a drug-free workplace (Subpart F).

Common Rule, Government-Wide Guidance for New Restrictions on Lobbying. This guidance generally prohibits recipients of federal grants, cooperative agreements, and contracts under grants and cooperative agreements, from using appropriated funds for lobbying in connection with a specific grant, cooperative agreement, or contract. It also requires that each person who requests or receives a federal grant (including sub-grants and contracts) to disclose lobbying undertaken with non-federal funds.

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### III. COMMUNITY MOBILIZATION PROGRAM INTERNAL POLICIES

ADOPTED 11/7/02

REVISED 2/24/03

**A. Choosing Contractors:** It is the intention of the state Community Mobilization Program to provide funding to all 39 counties in the state. This is done through an allocation formula discussed in section III. C., Allocation of Funding. Contractors are chosen to provide organizing and prevention activities according to the following criteria:

1. As required in ESEA Title IV, effective 7/01/2003, CTED will choose each county's local CM Program Provider using a peer-reviewed competitive process that will apply on a county-by-county basis. See Appendix D for a copy of the competitive request for qualifications and scoring criteria to be used by CTED to determine the local CM Program provider. Such provider will identify its governing CM Policy Board according to the requirements found in Section VII, CM Policy Board Responsibilities. Note: CTED reserves the right to re-fund successful contract bidders without repeating the competitive process in ensuing years.
2. In those years for which the competitive process as described above in A.1. is not repeated, the current provider will be given preference in contracting so long as they have not exhibited a lack of fiscal or programmatic capacity as demonstrated by CTED'S monitoring reports and corresponding contractor corrections of discrepancies (if any).
  - a. In the event that the current provider is found to be incapable or unwilling to fulfill the requirements set forth for a CM Program, as demonstrated by monitoring reports and subsequent follow-up, CTED will seek a new provider for that county. The local CM Policy Board will be involved in the process of recruiting and/or selecting another local provider that meets financial and programmatic requirements. The final choice of the new contractor will be made by CTED.
  - b. If a current contractual agent voluntarily relinquishes its position as a CM provider, the CM Policy Board shall seek a new contractual agent. If a new contractual agent is recruited and meets the requirements stated above in Section A. 3., that organization will become the new CM contractual agent for that county. State CM staff will provide guidance, support, and other necessary assistance to locate and install a new contractual agent for the county, as needed.
3. The local CM Policy Board chooses the organization within its respective county that will serve as that county's CM Contractual Agent. If an organization agrees to serve as the county's CM Contractual Agent, they will enter into a Memorandum Of Understanding (MOU) with the CM Policy Board as described in Section VII. D1. Oversight of Program.
4. In order for the provider to meet CTED'S requirement to be a CM contractual agent, the provider must be one of the following organizations delineated in 4.a. – 4.c. below:
  - a. Local government: city, county, or tribal.
  - b. Educational system: local school district, Educational Service District, or Institution of Higher Education.

- c. A local, community-based non-profit agency, and registered with the IRS as a 501(c)3 or 501(c)4.
  - d. A consortium of county agencies, or a non-profit that serves more than one county, with one of a-c above serving as the CM contractual agent.
  - e. The provider must have the capacity to implement prevention activities county-wide according to the risk and protective factor model of substance abuse and violence prevention developed by Drs. J. David Hawkins and Richard F. Catalano at the University of Washington.
  - f. The CM Policy Board will oversee the development and implementation of the CM Program, as defined in Section VII, CM Policy Board Responsibilities.
5. In the event that the current provider is found to be incapable or unwilling to fulfill the requirements set forth for a CM Program, as demonstrated by monitoring reports and subsequent follow-up, CTED will seek a new provider for that county. The local CM Policy Board will be involved in the process of recruiting and/or selecting another local provider that meets financial and programmatic requirements. The final choice of the new contractor will be made by CTED.
- a. If a current contractual agent voluntarily relinquishes its position as a CM provider, the CM Policy Board shall seek a new contractual agent. If a new contractual agent is recruited and meets the requirements stated above in Section A. 4., that organization will become the new CM contractual agent for that county. State CM staff will provide guidance, support, and other necessary assistance to locate and install a new contractual agent for the county, as needed.
  - b. In the event that funding requirements make it necessary for CTED to reduce the number of contractors and/or counties served, the indicators listed in Section A.6. may be taken into consideration to determine which contractors will be chosen to continue to provide CM Programs.
6. Indicators of a Successful CM Program
- a. Local CM Coordinators ensure:
    - i. Program applications and contracts are submitted to CTED and executed in a timely manner.
    - ii. A relevant MOU is on file with CTED between the CM Board and the CM Contractual Agent.
    - iii. Requests for budget and/or contract amendments are received by CTED in a timely manner.
    - iv. Program reports are appropriately completed and submitted in a timely manner (PAR forms, one-pagers).
    - v. Invoices are submitted to CTED at least quarterly, in a timely manner.
    - vi. The CM Coordinator regularly attends (or a substitute) CM Meetings.
      - The annual CM Meeting.
      - All scheduled regional CM Meetings.
      - Other scheduled activities (such as advocacy training, evaluation training, etc.).

- vii. Appropriate financial and other required operating procedures are in place.
- viii. Any CTED monitoring findings are addressed in a timely manner.
- ix. The local CM Board is active and responsible for the oversight of the local CM Program.
- x. The local risk and protective factor assessment is implemented in a comprehensive, collaborative, and effective manner.
- xi. The local CM Program effectively bases its programs on the local risk and protective factor assessment.
- xii. The local CM Program effectively implements its programs as documented within the CM application for funding on file at CTED.
- xiii. The local program meets its planned timelines.
- xiv. The local CM Program has an effective process evaluation in place. The information obtained via this process is used to make improvements in the manner in which the local program is implemented.
- xv. The local CM Program has an effective outcome evaluation in place.
- xvi. The program uses pre- and post-measures or other scientifically valid measurements.
- xvii. Or, the CM Program shows specific outcomes, even if not totally "science-based."
- xviii. The data from these measures is collated, analyzed, and interpreted.
- xix. The information from the measures is used to provide reports about the functioning of the local program.
- xx. The information gained from the measures is used to make improvements and/or ongoing corrections to local programs and/or program planning.
- xxi. The local CM Community (county) is aware of the CM Program's substance abuse and violence prevention mission.
- xxii. The local CM Program demonstrates how the community's youth and special populations benefit from the CM activities in their communities.
- xxiii. Local CM Policy Board member expectations are delineated in writing.
- xxiv. There is a method to hold local CM Policy Board members accountable to their expectations.
- xxv. The local CM Program partners in an effective manner with the other prevention programs in its county.
- xxvi. The local CM Program networks appropriately with other relevant service delivery and community-based organizations in its county.
- xxvii. The local CM Program has a vehicle in place with which to obtain input from local community members concerning its mission, values, operations, and programs.
- xxviii. The local CM Program effectively communicates with local, state and national policy makers so that they are aware of CM and the benefits derived from CM in the county.
- xxix. The local CM Coordinator pro-actively takes steps to ensure he/she is appropriately trained as a CM Coordinator (i.e., organizational development, community organizing, prevention theory, etc.).
- xxx. The local CM Coordinator personally has a network of linkages to the community leaders within his/her county (sheriff, school superintendent, city

- xxxi. and county council members, local DASA provider, treatment providers, faith groups, etc.).
- xxxii. The local CM Coordinator is well-versed concerning the CMAC and its operating policies and procedures.
- xxxiii. The local CM Coordinator uses the communication vehicle offered via CMAC, in an appropriate manner.
- xxxiv. The local CM Coordinator communicates effectively and appropriately with his/her other CM Coordinators within and without his/her region.
- xxxv. The local CM Coordinator participates in CMAC or CMAC subcommittees.
- xxxvi. The local CM Coordinator communicates effectively and appropriately with CTED.
- xxxvii. The local CM Coordinator has served or acted on behalf of the CM Program statewide (i.e., in a service, advocacy, or staff support role).
- xxxviii. The local CM Program regularly celebrates differences.
  - b. Contractors may form consortia of more than one county.

**B. Administering the Application:** After CTED has determined the local county's CM Program Provider based on the competitive process identified above in Section III. A. 1., it is CTED'S responsibility to prepare, administer, and implement the biennial CM Application for funding.

1. A full application is required every two years. The application is due to CTED around June 1 of the year prior to the new biennium (e.g., June 1, 2003 for the 2003-2005 biennium). Extensions of the due date may be made on a case-by-case basis by request through CTED'S CM Regional Program Coordinator.
2. A local Collaborative Needs Assessment will be required as an element of the CM funding application. Information and/or training for that Needs Assessment process will occur in the winter prior to the due date of the application. More information concerning the Collaborative Needs Assessment can be found in Section IV. E. 1.

**C. CM Contract:** State CM staff will review the CM contract, and approval as to form will be sought from CTED'S Assistant Attorney General prior to each full application cycle.

1. Any new wording required by the Assistant Attorney General will be incorporated into the revised contract.
2. State CM Regional Program Coordinators will review biennial applications and mid-biennium application amendments for contractors within their assigned regions.
  - a. If the application is incomplete, inaccurate, or needs further work, the CM Regional Program Coordinator will contact the contractor, set forth the changes that must be made, and establish a new due date, if applicable.
  - b. If the contractor disagrees with the changes requested, they may appeal to the CM Program Supervisor. The CM Program Supervisor's decision is final.



**D. CTED'S Contract Management:**

1. CTED'S CM Regional Program Coordinators will process their assigned county's applications and contracts according to internal unit and department policies and procedures, and ensure that contracts are in place before any payments are made.

2. **Allocation of Funding:**

**ADOPTED 9/5/2002**

Program funding is established by the Safe and Drug-Free Schools and Communities Act of 1986, as amended, and the Washington State Legislature. CTED awards funds to countywide areas based upon a statewide funding formula.

**Formula Funding:** CTED allocates funding on a formula basis to all 39 counties of the state. Each year, the Community Mobilization Advisory Committee (CMAC) reviews the funding formula and recommends to CTED an equitable method of allocating funding.

- Continuation funding is offered only to those contractors who meet federal and state performance requirements.
- In certain cases, where one entity currently serves more than one county, funding is allocated to that entity for all counties it serves.
- County providers who wish to combine activities under one entity may apply for funding for all counties served by the entity. The application for such funding will be reviewed in the same manner as any other application.

**Appeals:** An applicant may appeal a funding decision provided that the appeal is made in writing to CTED within 30 (thirty) days of receiving notification of CTED'S funding decisions. The appeal should be directed to the CM Program Supervisor. The Program Supervisor or their designee will contact the applicant within 15 (fifteen) days of receipt of the letter of appeal and will schedule a meeting with the applicant. Within 30 (thirty) days after the meeting with the applicant, CTED will issue a letter responding to the applicant's concerns.

Standard funding and contract cycles are as follows:

**Funding Cycle – Biennial:**

- |             |   |
|-------------|---|
| February    | - CTED solicits applications from local programs.   |
| March – May | - The legislature determines the state allocation.  |
| May         | - Collaborative Needs Assessments (CNA) from contractors are incorporated in the application. |
| May         | - Applications are due from contractors to CTED.  |
| June        | - Contracts are processed and finalized.  |

**Contract Cycle – Annual:**

- |                |                               |
|----------------|-------------------------------|
| July 1-June 30 | - Contract Period             |
| July 1         | - Contract Performance Begins |
| June 30        | - Reimbursable Activities End |
| July 1-30      | - Final Reports and Payments  |

**Reimbursement:** The “Report of Expenditures and Requests for Reimbursement” must be made as scheduled in the application by the contractor.

- Contractors may choose to bill monthly, bi-monthly, or quarterly.
- Invoices received prior to or on the 15th of each month will be paid within twenty-days of receipt.
- Invoices are processed by CTED CM staff, forwarded to the fiscal office and processed according to fiscal procedures.
- Payment is made by direct deposit to the agency’s bank account, per fiscal policies and procedures.

### **3. Oversight of Programs:**

CTED'S CM Regional Program Coordinators will provide oversight, technical assistance, monitoring, and day-to-day management of their assigned contractors.

- a. Program Coordinators will take phone calls, prepare letters, schedule and implement monitoring visits, and provide other technical assistance as needed.
- b. If the contractor’s Program Coordinator is not available, another CM Program Coordinator may provide service to the contractor and notify that contractor’s Program Coordinator as soon as feasible following the contact.
- c. If a CM Regional Program Coordinator must take corrective or disciplinary action in regard to a contractor, the guidelines for that action as set forth in the appropriate section of these Policies and Procedures will be followed.
- d. If the contractor disagrees with the information or requirements of the Program Coordinator, appeal may be made to the CM Program Supervisor. The CM Program Supervisor’s decision is final.

### **4. Technical Assistance:**

- a. CM Regional Program Coordinators will be responsible for providing technical assistance as necessary. Technical assistance shall be offered at the contractor’s request or when the Program Coordinator has reason to believe it would improve the contractor's effectiveness or efficiency.
  - i. Technical assistance will be given by phone, and materials will be e-mailed or sent by post whenever possible to reduce travel expenses.
  - ii. When available, other contractors with similar programs or demographics may be used as resources in the event technical assistance is needed.
  - iii. When an on-site visit is scheduled, the date will be determined in concert with the contractor, and, if possible, combined with other business to the same or neighboring contractors.
  - iv. When the need for either technical assistance or training can be expected (e.g. when there is a new requirement such as evaluation), technical assistance and/or training will be planned in advance and provided in the most economical way possible.
- b. CM contractor trainings will be planned and implemented by state CTED staff, who will oversee the training design, schedule, locations, and training. Every effort will be made to provide timely notice to contractors of upcoming training dates and locations. Contractors will be notified if trainings are mandatory or optional.

- i. If the training is mandatory, contractors will be required to attend the training or to send an appropriate CM Program representative from their county (such as another staff person or a Board member). Contractors may attend training at any scheduled training location that best fits their schedule. Every effort will be made to schedule and locate trainings in sites around the state that will minimize travel time and expenses.
- ii. If no one from the contractor's agency is able to attend the training, an alternative may be to attend a make-up session (if scheduled) or arrange with the Regional Program Coordinator to acquire the required information in some other way.
- iii. If the contractor consistently fails to attend required trainings, or to seek to fulfill this obligation in some other way, this may constitute a monitoring finding.

## **5. Payment of Invoices:**

Contractors may request reimbursement monthly, bi-monthly, or quarterly. In each case, the invoice is due by the 15<sup>th</sup> of the month following the prior month's expenditures.

- a. Regional CM Program Coordinators will process invoices within ten days of receipt. Invoices will not be held except for specific causes, which shall be communicated to the local CM Coordinator.
  - i. The Regional CM Program Coordinator will follow internal processes to record and pay invoices. The Program Coordinator will check math, compare expenses against the budget, review match expended, and check the contractor's spending pattern against their projected expenditures. If questions arise, the Program Coordinator will contact the contractor to correct the invoice as necessary. The Program Coordinator will ensure the correct budget code is used and sign and date the invoice.
  - ii. Invoices will be reviewed and countersigned by the CM Program Supervisor, or, in the absence of the CM Program Supervisor, a unit designee.
  - iii. In the event that the contractor does not receive payment, or there is any discrepancy in the payment, the Program Coordinator will work with the CTED Fiscal Officer to remedy the situation.
- b. Payment may be withheld under the following circumstances: a contractor will be notified before any payment is withheld.
  - i. No original signature on the invoice or one that is not on the Signature Authorization Form.
  - ii. Required CM reports are delinquent and have not been submitted by an established due date. If the contractor is unable to provide reports by their customary due dates, the CM Regional Program Coordinator should be notified and a new due date established.
  - iii. Match reporting has fallen significantly behind schedule. The contractor should inform CM if it is expected that the match will not be reported until a certain date.
  - iv. Over-expenditure of the contract or of line items above the allowed 10% of the total contract. The CM Regional Program Coordinator will contact the contractor to make any necessary adjustments, and will record any changes and the note contractor's authorizing party on the invoice.

**E. Collaboration with other State and Local Partners:**

**ADOPTED 11/7/02**

The state Community Mobilization Program values collaboration with other prevention agencies and organizations. Whenever possible, it is the policy of CM to further and support collaboration at all levels as an efficient and effective way to provide services.

State CM Program staff will participate in committees which further collaboration between prevention partners on the state level (e.g., DASA/CTED MIS Systems committee, the WIN group, Family Policy Council, Prevention Summit Planning Committee, Healthy Youth Survey Planning committee, Collaborative Needs Assessment work group, etc.). Staff will provide input into the decision-making process, and provide support and resources whenever possible.

**F. PROGRAM GOVERNANCE:**

**1. CM Program Regions**

For purposes of efficient administration between CTED and local CM contractors, the CM Program has been grouped into four statewide regions, NW, SW, NE, and SE. CTED CM Program Coordinators are then assigned respective regions for program administrative purposes, including on-site monitoring, application review and approval, implementation of contracts, payment of contract invoices, provision of technical assistance, representation at regional CM meetings, etc.

**2. CM Program Advisory Committee (CMAC)**

To assist CTED in developing and implementing excellence in the administration of the CM Program, representatives of each CM region are elected annually to serve on the CMAC. A minimum of two representatives is elected from each region. The CMAC sets the schedule for its regular meetings, according to the CMAC policies and procedures. CTED shall reimburse CMAC members for all travel and per diem costs associated with attending CMAC meetings. The CMAC shall advise CTED on issues related to program standards and evaluation; current trends, issues and needs; collaboration with other programs and agencies; the CM funding formula; the configuration of the CM regions and CMAC; and other program development and policy concerns.

# **Section IV**

## **Application for Funds**

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## **IV. Application for Funds**

**Adopted 11/7/02**

Specific application requirements for each year of the program are announced in the relevant Application for Funding or Request for Proposal (see Appendix E). Program purpose, eligibility, special conditions, and submission dates are established in these documents. A complete application is required prior to the beginning of each biennium. In the second year of the biennium, an amendment is required to establish second year budget categories and updates to the statement of work. Allocation tables delineating the funding allocations for each county are included in both the biennial application announcement and the second amendment packet.

### **A. Application Process**

1. CTED is required to assure that subgrants meet legislative, regulatory, and administrative requirements. It is CTED's policy to provide assurance that grants fund only allowable costs, and are made only to eligible recipients who:
  - a. Possess the fiscal integrity, responsibility, and capability necessary to adequately and appropriately administer state and federal funds, based on generally accepted accounting procedures.
  - b. Possess the necessary capability to provide community organizing planning and activities; carry out substance abuse and violence prevention strategies, programs, and services; and implement appropriate process and outcome evaluation of such strategies, programs and services, for the purposes of program improvement, within the communities they serve.
  - c. Provide match funds when required.
2. A Request For Qualifications (RFQ) letter of intent is solicited from interested parties and/or established contractors of record within each county prior to the beginning of each biennium. A due date is established for return of completed RFQs. CM Program providers within each county are chosen based upon a competitive peer review process of county-level RFQs received by CTED. Subsequent to the competitive RFQ process, county-level CM Program providers submit to CTED a full application for funding.
  - a. If the contractor is unable to complete the full application within the deadline, an extension may be requested.
  - b. If an application is incomplete or requires more information than is provided, the program coordinator may request the additional information and establish a new due date for that material.
  - c. If the material submitted does not demonstrate that the applicant can fulfill the requirements of the program, CM, at its discretion, may seek another contractor to serve the county receiving funding.

### **B. Basis of Awards**

Funds will be awarded as identified in the Allocation Table included in the Application for Funding. Grant awards are derived from a formula based upon county size. A full description of the current CM Program funding allocation process may be found in Section III Community Mobilization Program Internal Policies, D. 2. Allocation of Funding.

### C. Eligibility

Applicants for CM Programs must meet eligibility requirements as specified in the Request for Qualifications (Appendix D), in compliance with federal and state regulations. Any previous non-compliance with any of the requirements specified (programmatic or fiscal), if not corrected to the satisfaction of CTED, may be cause for a determination of ineligibility for further funding.

1. Requirements for Contractual Agent  
CM's authorizing statute, RCW 43.270.050, requires that applicants identify a Contractual Agent who meets state requirements to administer the CM Program. The following organizations meet such requirements:
  - a. Any governmental entity such as a city, county, school district, or institution of higher education; or
  - b. An organization having non-profit status, including an Internal Revenue Service 501(c)(3) or other private nonprofit recognition letter, Articles of Incorporation, by-laws, and a list of governing board members and their representation.
2. Memorandum of Understanding between CM Policy Board and the CM Contractual Agent
  - a. Based upon CM'S authorizing legislation (RCW 43.270), the legislature intended to fund activities and strategies identified by community leaders as effective in preventing substance abuse and violence. For this reason, the local CM Policy Board is regarded by CTED to represent the community for purposes of fulfilling the intent of the RCW. As such, the Board retains the decision-making authority for all local countywide CM program and policy decisions that will be carried out. In addition, CTED requires that the local CM Policy Board choose a local contractual agent, meeting state requirements, who will contract with CTED to implement the local CM Program.
  - b. In order to work effectively together to meet CM's legislative intent and further the objectives of the CM Program, and to delineate the responsibilities and authorities to administer and account for CM program expectations, requirements, and appropriate financial actions, CTED requires the entering into of a mutual contract, called a *Memorandum of Understanding* (MOU) (see Appendix H), between the local CM Policy Board and their Contractual Agent. This MOU must outline the respective duties, authorities and responsibilities, defined in both practical and theoretical terms, of the CM Policy Board and the CM Contractual Agent, that govern the day-to-day operations of the local CM Program.
  - c. The MOU must include a mechanism for the parties to resolve, at the contractor level, any disputes that may arise between them, and should be designed to encourage mutual understanding between the CM Contractual Agent and CM Policy Board, of one another's roles concerning their CM Program.
  - d. The MOU is to be signed by an authorizing officer of the Contractual Agent and the chair of the CM Board.

- e. The MOU is to be dated when signed, and the document must state under what conditions an MOU must be renegotiated.
- f. The MOU must identify the time period for which it will be effective by stating a beginning and ending date.
- g. When either of the officials designated to sign the MOU is replaced, or every four years, whichever comes first, a new MOU must be signed.

#### **D. Changing Contractual Agents**

If a local CM Program is contemplating a potential change in CM Contractual Agent, they should first inform their designated CTED Program Coordinator of the impending change. The CM Policy Board must drive the local process. The CM Policy Board shall request a change of Contractual Agent by informing CTED, in writing, that they wish to designate another organization as their local CM Contractual Agent. The request must include the following information:

1. A letter from the CM Policy Board Chair requesting a change to a newly-designated Contractual Agent for the local county-wide CM Program.
2. Minutes from the CM Policy Board's meeting documenting the decision to designate a change in Contractual Agent.
3. Documentation that the newly designated organization meets state requirements for a CM Contractual Agent (see C. 1. Above).
4. A copy of the most recently completed financial audit of the newly designated Contractual Agent's organization (if the organization has been in existence for more than one year). If there are audit findings for system deficiencies, the new Contractual Agent must submit information concerning how these deficiencies have been remedied.
5. An organizational chart and a list of key staff members for the CM Policy Board, new designated Contractual Agent, and CM Program staff, including a brief description of their qualifications.
6. A newly signed Signature Authorization form.

#### **E. The Risk and Protective Factors Approach**

The CM Program has adopted a Risk and Protective Factors theoretical approach to preventing alcohol, tobacco, other drug abuse, and violence. Risk-focused prevention is based on a simple premise: to prevent a problem from occurring, identify the factors which increase the risk of that problem developing and then find ways to reduce the risk, or increase the protective factors associated with that risk. Appendix K, "Developing Washington



Communities That Care” is a short description of the risk and protective factors theory for substance abuse and violence prevention, as developed by J. David Hawkins, Ph.D., Richard F. Catalano, Ph.D., and a team of researchers at the University of Washington.

**1. CM Collaborative Risk and Protective Factors Assessment**

While CM supports the entire continuum of care – substance abuse prevention, intervention, treatment, aftercare, and law enforcement – historically, more than 90 percent of all CM-funded activities have been prevention focused. Countywide CM Providers are encouraged to continue to develop strategies that meet their specific needs, whether prevention, treatment, law enforcement or a combination of approaches is used to reduce and prevent substance abuse and violence.

The Collaborative Needs Assessment (see Appendix C) is a reflection of a community process that involves, at a minimum, local representation from Division of Alcohol and Substance Abuse (DASA), Office of Superintendent of Public Instruction (OSPI), Department of Health (DOH), Washington Traffic Safety Commission, CM, and the local Community Health and Safety Networks (when substance abuse and/or violence factors have been targeted by them). Other members of the community who are involved in substance abuse or violence prevention should also be invited to participate.

Note: federal Safe and Drug-Free Schools and Communities funds may not be used to pay for treatment services.

Although flexibility is inherent in CM, each county must base its strategy on its Collaborative Risk and Protective Factor Assessment and ensuing CM Application Statement of Work.

**2. Program Planning**

The “Community Mobilization Instructions for Risk and Protective Factors Assessment and Program Planning” document requires that local CM Programs identify at least three risk and protective factors. CM contractors may also elect to identify existing community resources that enhance protective factors. CM contractors must then base their ensuing biennial application for funding on the risk and protective factors identified and prioritized in the collaborative assessment process.

**F. Program Requirements**

**REVISED 5/22/03**

1. The CM contractor may not use state or federal funds made available by the CM Program to supplant other funds. State and federal funds provided under the CM contract must be in addition to funds which have otherwise been made available for CM Program activities.

2. The CM RCW 43.270.020(2)(b)(4) requires “Evidence of active participation in preparation of the proposal and specific commitments to implementing the community-wide agenda by leadership from education, law enforcement, local government, tribal government, and treatment entities in the community; and the opportunity for meaningful involvement from others such as neighborhood and citizen groups, businesses, human service, health, and job training organizations and other key elements of the community, particularly those whose responsibilities in law enforcement, treatment, prevention, education, or other community efforts provide direct, ongoing contact with substance abusers, those who exhibit violent behavior, or those at risk for alcohol, tobacco, or other drug abuse or violent behavior.”

CTED staff will review biennial CM funding applications to ensure that an adequate amount of local staff resources are budgeted, in order to fulfill the intent of the RCW that broad, meaningful involvement is achieved within the county. CTED will expect that a local CM contractor devote a minimum of 16 hours per week to local community organizing efforts. However, should the local CM contractor fulfill this requirement using non-CM resources, that will be deemed as acceptable in ensuring that the intent of the RCW is fulfilled.

3. The CM contractor must provide a required 25 percent match of the state and federal funds provided by CTED. This match may be cash or in-kind goods or services. See Section V. D. for a full description of CM Program match requirements.
4. The CM contractor must provide fund accounting, auditing, fiscal monitoring, and evaluation procedures as may be necessary. The contractor will keep such records as prescribed by CTED to assure appropriate fiscal control, proper management, and efficient disbursement of funds received under the CM Program.
5. The CM contractor must maintain data and information and submit reports in the form and for the time period requested by CTED, which contain information as CTED may require.
6. The CM contractor must provide to CTED a copy of any finding of discrimination on the grounds of race, sex, color, religion, or national origin or disability against the contractor or any participant of the project(s) being funded, by any state or federal court or agency. The contractor shall have thirty (30) days from the date of notification of discrimination findings to correct such findings.
7. The CM contractor must comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; and Nondiscrimination and Equal Employment Opportunity Policies and Procedures.
8. Upon approval by CTED, the CM contractor may enter into agreements with other contractors (subcontractors). Agreements or subcontracts must specify the following:
  - a. Purpose of agreement

- b. Subcontractor organizational structure
  - c. Role of subcontractor
  - d. Terms and conditions of programmatic and financial participation
  - e. Procedures for procurement and disposal of any equipment purchased with project funds
9. See Section V-B, for a more complete description of CM Program requirements for subcontracting.

## **G. Assurances**

The CM contractor must guarantee the following assurances:

- 1. If the organization is a non-profit 501(c)(3), it has a board that has adopted and implemented by-laws for governance.
- 2. If the organization is a local government, a consortium of local governments, or a school district, it must have a policy board to oversee the CM program.

**REVISED 1/27/03**

- 3. The CM Policy Board must, at a minimum, include active participation from local community representatives of law enforcement, local and tribal government, education, treatment, parents, and other community elements, including, where appropriate:
  - Citizens Groups
  - Business
  - Juvenile Justice
  - Human Services
  - Community Health & Safety Networks
  - The Faith Community
  - Ethnic & Cultural Representation
  - Youth
  - Service Clubs
  - Health Services
  - Public Housing
  - Job Training
  - Juvenile Justice
  - CPS

If a CM Program has more than one community board, active in towns or portions of a county, then a CM *Core Board*, made up of representation from each of the separate boards within that county, may act as the countywide CM Program Policy Board on behalf of their separate constituencies.

A flow chart or other graphic representation of each separate CM Board and the CM Policy Board, if applicable, should be submitted to CTED with the CM Program application. Backup pages listing board members and their affiliations should be attached to the flow chart.

- 4. The CM contractor will:
  - a. Implement and maintain full compliance with all applicable requirements and regulations of the CM Program and the Safe and Drug-Free Schools and Communities Act, as amended.

- b. Maintain fiscal control and fund accounting procedures adequate to ensure the proper disbursement of, and accounting for, all funds received pursuant to the CM program application for funding submitted to CTED.
- c. Ensure full cooperation of administrative and program staff and the availability of all records upon request and convenience of staff from the Department of Community, Trade and Economic Development; Office of the Governor; U.S. Department of Education; or the Office of the State Auditor, who are charged with monitoring program compliance and the use of funds provided.
- d. Assure compliance with Title V of the Anti-Drug Abuse Act of 1986, as amended, and regulations promulgated by the federal government to maintain a drug-free workplace.
- e. Assure compliance with the Americans with Disabilities Act (ADA) of 1990.
- f. Not undertake any prohibited political activities with these funds, including, but not limited to, partisan political activity; lobbying the congress, the legislature, or any federal or state agency; and campaigning on any ballot measure.
- g. Guarantee that in performing any contract, purchase or other agreement, the organization shall not discriminate against any employee or applicant for employment or service provision because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation and training.
- h. Guarantee that federal funds are not expended for treatment services or activities.

## **H. Special Cancellation Conditions**

### **1. Commencement Within 60 Days**

If contracted activities are not operational within 60 days of the original starting date of the contract period or within 60 days of the time the project was scheduled to begin operations, the contractor must report in writing to CTED the steps taken to initiate the project, the reasons for delay, and the expected start date.

### **2. Operational Within 90 Days**

If contracted activities are not operational within 90 days of the time the project was scheduled to begin operations, the contractor must submit a second statement to CTED explaining the implementation delay. Upon receipt of the 90-day letter, CTED may cancel the contract and recapture unexpended contract funds. CTED may also, where extenuating circumstances warrant, extend the implementation date of contracted activities past the 90-day period. When this occurs, the appropriate contract files and records will note such extension.

# Section V

## Contracts

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## **V. CONTRACTS**

**ADOPTED 11/7/02**

CM contracts are based upon the budget and service provision information provided in the CM program application for funding, the Collaborative Needs Assessment, and the Risk and Protective Factors prioritized by the CM contractor. The contract between CTED and the local CM Program provider is made based upon budget amounts submitted by the contractor on the Application Face Sheet.

### **A. Policy Requirements:**

1. **Publicity:** CM Program Directors are encouraged to make the results and accomplishments of their activities available to the public. Prior approval is not needed for publishing results of an activity under a funded project.
  - a. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal or state funds, the contractor and all subcontractors receiving CM funds, shall clearly state:
    - i. The percentage of the total cost of the program or project that will be financed with CM funds.
    - ii. The dollar amount of CM funds dedicated to the project.
  - b. Any publication written, visual, sound, or mixed media (but excluding press releases, newsletters, and issue analyses) issued by the contractor or by any subcontractor describing programs or projects funded in whole or in part with CM funds shall contain the following statement:

“This project was supported by a grant from the Department of Community, Trade and Economic Development, and the Safe and Drug-Free Schools and Communities Act of 2001, U.S. Department of Education. Points of view or opinions contained within this document do not necessarily represent the official position of the Department of Community, Trade and Economic Development or the U.S. Department of Education.”
  - c. One copy of any such publication will be submitted to CTED to be placed on file and distributed, as appropriate, to other potential contractors or interested parties. CTED may waive the requirement for submission of any specific publication upon request providing justification from the contractor.
2. **Copyright:**

All finished or unfinished documents, data, studies, surveys, drawings, models, photographs, films, duplicating plates, computer disks, and reports prepared by the contractor using CM funding shall be for the common use of both the contractor and CTED. CTED may duplicate, use, and disclose in any manner, and for any purpose whatsoever, all material prepared by the contractor using CM funding.

The contractor shall be required to obtain prior approval of CTED to produce patents, patent rights, inventions, original books, manuals, films, or other patent-able or

copyrightable materials, developed in whole, or in part, with CM funding. CTED reserves the right to determine whether protection of inventions or discoveries shall be dispensed with and administered in order to protect the public interest. Before the contractor copyrights any materials produced with CM funding, CTED reserves the right to negotiate a reasonable royalty fee and agreement.

3. Equal Opportunity Policy: The contract between CTED and the contractor requires that contractors maintain and comply with a nondiscrimination plan. Such plan must address employment, service, and treatment provided to individuals on the basis of race, color, national origin, sex, sexual orientation, religion, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.
  - a. Elements of the plan include but are not limited to the following:
    - i. Nondiscrimination in employment against any employee or applicant for employment.
    - ii. Nondiscrimination in treatment or service of the public.
  - b. If a recipient of contract funds is found in violation of the nondiscrimination clause as contained in the contract between CTED and the contractor, and if steps toward voluntary compliance prove to be ineffective or insufficient, CTED may take steps to terminate the contract and the contractor may be declared ineligible for further contracts with CTED.
  - c. The contractor must also comply with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et., and its implementing regulations, and shall provide equal opportunity to any business or enterprises to participate in the performance of the contract. These conditions shall be included in all subcontracts made by the contractor.
4. Conflict of Interest: The contractor is required to maintain and comply with a Conflict of Interest policy that reflects the requirements in Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the contractor in the procurement of or performance under this contract. Personnel and other officials connected with the contractor's CM Program must adhere to the requirements below:
  - a. Advice: No official or employee of the contractor shall personally benefit through participation in the making of decisions, approval, disapproval, recommendation, rendering of advice, investigation or other actions in any proceeding, application, request for a ruling, other determination, contract, cooperative agreement, claim, controversy, or other particular matter in which CM funds are used.
  - b. Where, to their knowledge, he/she or his/her immediate family, partners, or organization other than a public agency in which he/she is serving as officer, director, trustee, partner, employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.
  - c. Appearance: In the use of CM funds, officials or employees of state or local contractors or participating contractors shall avoid any action that might result in, or create the appearance of:

- i. Using his or her official position for private gain.
  - ii. Giving preferential treatment to any person(s).
  - iii. Losing complete independence or impartiality.
  - iv. Making an official decision outside official channels.
  - v. Affecting adversely the confidence of the public in the integrity of the government or the program.
5. The department may, by written notice to the contractor, terminate the contract if it is found after due notice and examination that there is a violation of the Conflict of Interest policy. If the contractor takes appropriate and sufficient action to address the violation, CTED may, at its discretion, waive termination of the contract.

**B. Subcontracts:**

**ADOPTED 11/19/02**

- 1. Work or services completed under the contract will not be subcontracted without authorization from CTED, which retains the right to review all subcontracts. The intent to subcontract must be stated in the application:
  - a. Specific projects and/or activities.
  - b. Timelines for completion, and duration of subcontract.
  - c. Outcome measures to be used.
- 2. CM contractors are responsible for assuring the satisfactory accomplishment of activities included in each subcontract. The subcontract or letter of agreement must include:
  - a. Reporting requirements, including due dates.
  - b. Process for reporting expenditures and match (if indicated) and requesting reimbursement.
  - c. Provisions for monitoring of both fiscal and program components.
- 3. Contractors must implement a contract or letter of agreement with each subcontractor that incorporates appropriate sections for the CTED contract, and a statement of work covering activities to be performed by the sub-contractor. Sections to incorporate include, but are not limited to:
  - a. Statement of Work
  - b. Budget and reimbursement provisions and procedures
  - c. Reporting requirements
  - d. Availability for monitoring and record review
  - e. Maintenance of records
  - f. Single Audit Act regulations
  - g. Liability insurance and bonding
  - h. Restrictions against lobbying
  - i. Non-duplication of costs
  - j. Hold Harmless clause



- k. Confidentiality clause
- l. Worker's Compensation coverage
- m. Non-discrimination (equal opportunity clause)
- n. Acknowledgement of Federal Funds clause for publications (where applicable)
- o. Policies governing:
  - Personnel
  - Operations (fiscal, accounting, and program)
  - Procurement
  - Drug-free workplace
  - Equal opportunity in employment
  - Conflict of interest
- p. How contract can be modified and by whom
- q. Termination conditions and severability clause

### **C. Allowable and Unallowable Costs**

**ADOPTED 11/7/02**

- 1. Program Activities:** CM funding is available for developing and implementing a coordinated, comprehensive substance abuse and violence reduction strategy. Specifically, funding is available for the coordination, collaboration, and provision of prevention, intervention, treatment, and law enforcement activities to reduce and prevent drug and alcohol abuse and violence in communities.
  - a. Contractors must demonstrate active community participation in the preparation of applications and specific commitments to implement the locally developed substance abuse and violence prevention strategy from at least education, law enforcement, local government, tribal government, and treatment entities in the community.
  - b. The contractor must demonstrate the opportunity for meaningful involvement in the development and implementation of the strategy has been provided to families, neighborhood groups, businesses, human services, health, job training organizations, public housing representatives, youth, and others.
  - c. Priority will be given to programs and activities that serve:
    - i. Children and youth who are not normally served by state or local educational agencies.
    - ii. Populations that need special services or additional resources, such as preschoolers, youth in juvenile detention facilities, runaway or homeless children and youth, pregnant and parent teenagers, and school dropouts.
  - d. Authorized Activities: The following activities are authorized under federal Safe and Drug-Free Schools and Community Act funding:
    - i. Disseminating information about drug and violence prevention.
    - ii. Training parents, law enforcement officials, judicial officials, teachers, counselors, health professionals, social service providers, and community leaders about drug and violence prevention, comprehensive health education, early intervention, pupil services, or rehabilitation referral.

- iii. Developing and implementing comprehensive, community-based drug and violence prevention programs that link community resources with schools and integrate services involving education, vocational and job skills training and placement, law enforcement, health, mental health, community service, mentoring, and other appropriate services.
- iv. Planning and implementing drug and violence prevention activities that coordinate CM Program efforts with those of state educational agencies and local educational agencies.
  - Activities to protect students traveling to and from school.
  - Before- and after-school recreational, instructional, cultural, and artistic programs that encourage drug- and violence-free lifestyles.
  - Activities that promote the awareness of and sensitivity to alternatives to violence through courses of study that address related issues of intolerance and hatred.
  - Developing and implementing activities to prevent and reduce violence associated with prejudice and intolerance.
  - Developing and implementing strategies to prevent illegal gang activity.
  - Coordinating and conducting community-wide violence and safety assessments and surveys.
  - Service-learning projects that encourage drug-and violence-free lifestyles.
  - Evaluating programs and activities.

**2. Allowable use of funds** shall include, but not be limited to:

- a. **Administrative Costs:** are those directly associated with administration, supervision, program management, and program development. (For example, costs associated with an audit, indirect rate, managing contracts, supervising staff, preparing reports and requests for reimbursement, etc.) No more than ten (10) percent of the total award may be used for administrative costs. Sub-contractor(s) administrative costs must be included in the total ten (10) percent explained above. For example, if ten (10) percent of the Director of the organization or the Coordinator's time is spent supervising the Bookkeeper when working on fiscal matters, that portion of time should be charged to administrative rather than operational costs.
- b. **Operating Costs** are directly associated with coordination and implementation of activities that provide prevention, intervention, treatment, and law enforcement in the community. These operating costs include, but are not limited to, the approved costs of personnel (salaries and benefits), printing, supplies, contractual services, equipment, travel, training, and the costs of occupying, operating, and maintaining space used for these purposes. Supervision of staff that delivers direct services are not part of operating costs.

**Cost Composition:** Total Cost is comprised of the allowable direct cost incident to its performance, and its allowable indirect costs. Costs applicable to the contract may be classified as either direct or indirect costs.

- **Direct Costs:** Costs identified specifically with the particular program objective. Typical direct costs are:
  - o Compensation for employee time devoted specifically to the execution of the contracted programs.

- o Materials acquired, consumed, or expended specifically for the purpose of the program.
- o Travel and training directly related to the objective of the program.
- o Equipment and other capital expenditures approved for use in the program.
- Indirect Costs: Costs incurred for the benefit of more than one program. Generally, these costs are not readily assignable to the programs specifically benefited. However, the costs are necessary to the operation of the organization and program. Typically these costs are shared on a pre-determined system (such as a percent of the total grant, or a rate based upon the number of employees).
  - o For an indirect charge to be reimbursed by CTED, the contractor must have an indirect cost rate or allocation plan previously approved by a federal agency or CTED.
  - o General pooled overhead expenses such as accounting services, space rent, use of phones, and legal services may only be billed as indirect costs.
  - o Where the approved indirect cost rate is lower than the actual cost incurred, contractors may only charge overhead pooled costs (indirect) and not as direct expenditures.
  - o Care must be taken to ensure that costs are not double billed as direct program specific charges and as general overhead, indirect costs.

### **3. Examples of Allowable Costs:**

- a. Accounting: The cost of establishing and maintaining accounting and other information systems required for the management of the program is allowable.
  - i. Costs incurred by central service agencies for these purposes.
  - ii. The cost of maintaining central accounting records required for overall state, local, or Native American tribal government purposes, such as appropriation and fund accounts by the treasurer, comptroller, or similar officials, is considered to be a general expense of government and is not allowable.
- b. Advertising: Advertising includes promotion of the program in newspapers, magazines, radio, television, direct mail, and trade papers. The advertising costs allowable are those used solely for:
  - i. Recruitment of personnel required for program.
  - ii. Solicitation of bids for the procurement of goods and services required.
  - iii. Disposal of surplus materials acquired in the performance of the contract.
  - iv. Other purposes specifically provided for in the contract.
  - v. Public education to prevent substance abuse and violence.
- c. Audit Service: Program audit costs necessary for the administration and management of functions related to this contract are allowable.
- d. Budgeting: Costs incurred for the development, preparation, presentation, and execution of budgets are allowable.
  - i. Where employees of the central budget office actively participate in the contractor's budget process, the cost of identifiable services is allowable.

- ii. Costs for services of a central budget office are part of general government and are generally not allowed.
- e. Building Lease Management: The administrative cost for lease management that includes review of lease proposals, maintenance of a list of available property for lease, and related activities is allowable.
- f. Communications: Costs incurred for telephone calls or service, telegraph, teletype service, wide area telephone service (WATS), centrex, telpak (tie lines), postage, messenger service, e-mail, internet access, and similar expenses are allowable.
- g. Compensation for Personnel Services: Includes all remunerations, paid currently or accrued, for services rendered during the contract period, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The cost of such compensation is allowable to the extent that total compensation for individual employees is:
  - i. Reasonable for the services rendered.
  - ii. Based on employment made in accordance with state, local, or Native American tribal government laws and rules and which meet federal merit system or other requirements, where applicable.
  - iii. Provided only to those employee benefits normal to the contractor, in the form of employers' contribution or expenses for social security, employees' life and health insurance plans.
  - iv. Consistent with compensation paid for similar work in other activities of state, local, or tribal government.
- h. Employee Fringe Benefits: Costs identified below are allowable to the extent that total compensation for employees is reasonable.
  - i. Employee benefits in the form of regular compensation paid during periods of authorized absence from the job, such as for annual leave, sick leave, court leave, military leave, and the like, provided they are: (1) incurred pursuant to an approved leave system, and (2) the cost thereof is equitably allocated.
  - ii. Employee benefits in the form of employers' contribution or expenses for social security, employees' life and health insurance plans, unemployment insurance coverage, worker's compensation insurance, pension plans, severance pay, and the like, provided such benefits are granted under approved plans and are distributed equitably to the contracted programs and other activities.
- i. Maintenance and Repair: Costs incurred for necessary maintenance, repair, or upkeep of property which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable.
- j. Materials and Supplies: The cost of materials and supplies necessary to carry out grant programs is allowable. Purchases made specifically for the contracted activity should be charged thereto at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received by the contracted activity. Withdrawals from general stores or stockrooms should be charged at cost under pricing methods that are consistently applied. Shipping and handling charges are a proper part of material cost.

Memberships, Subscriptions, and Professional Activities: The cost of membership in civic, business, technical, and professional organizations is allowable provided that:

- i. Benefit from the membership is related to the contract's operation or purpose.
  - ii. Expenditure is for agency membership.
  - iii. Cost of the membership is reasonably related to the value of the services or benefits received.
  - iv. Expenditure is not for membership in an organization that devotes a substantial part of its activities to influencing legislation.
- k. Reference Material: Cost of books and subscriptions to civic, business, professional, and technical periodicals is allowable when related to the program.
  - l. Meetings and Conferences: Costs are allowable when the primary purpose of the meeting is related to the program's goals, objectives or activities.
  - m. Motor Pools: The costs of a service organization which provides automobiles to contracting agencies at a mileage or fixed rate and/or provides vehicle maintenance, inspection, and repair services are allowable.
  - n. Payroll Preparation: The cost of preparing payrolls and maintaining related wage records is allowable.
  - o. Personnel Administration: Costs for the recruitment, examination, certification, classification, training, establishment of pay standards, and related activities for the program are allowable.
  - p. Procurement: The cost of procurement service, including solicitation of bids, preparation and award of contracts, and all phases of contract administration in providing goods, facilities and services for the program is allowable.
  - q. Taxes: Taxes or payments in lieu of taxes that the contractor is legally required to pay are allowable.
  - r. Training and Education: The cost of in-service training and workshops, provided for employee development that directly or indirectly benefits the contracted program is allowable.
  - s. Transportation: Costs incurred for freight, cartage, postage, and other transportation costs relating either to goods purchased, delivered, or moved from one location to another are allowable.
  - t. Travel: Expenses include the costs for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business relating to the contracted program. The method used to reimburse travel expenses must result in charges consistent with those normally allowed in like circumstances in non-federally sponsored activities.
  - u. Equipment: Items necessary to the efficient and effective implementation of the program used solely for the CM Program are allowable costs. Equipment such as computers, printers, copying machines, etc. must be approved by CTED prior to purchase.

#### **4. Examples of Unallowable Costs:**

- a. Bad Debts: Any losses arising from uncollectible accounts and other claims and related costs are unallowable.
- b. Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events are unallowable.
- c. Contributions and Donations: Contributions and donations to another agency for which no services are rendered are unallowable costs.
- d. Fines and Penalties: Costs resulting from violations of, or failure to comply with, federal, state, and local laws and regulations are unallowable.
- e. Interest and Other Financial Costs: Interest on borrowing bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection thereof, are unallowable except when authorized by federal legislation.
- f. Costs Not Supportive of the Scope of Services: Expenditures for purposes not supportive of the expressed goals of the program as specified in the contract's scope of services and budget or in the grant application are not allowable.
- g. The cost of maintaining central accounting records required for overall state, local, or Native American tribal government purposes, such as appropriation and fund accounts by the treasurer, comptroller, or similar officials, is considered to be a general expense of government and is not allowable.

#### **D. Match Requirement and Program Income**

**ADOPTED 9/5/2002**

- 1. Amount of Match:** Federal and state funds awarded under this program must have a 25 percent match, as provided in the respective program Application for Funding (Attachments B). Match may be all in funds, all in kind or any proportion of the two.

##### **Allowable Match**

- a. Since approximately half of the local CM funding is from federal sources, no more than half of the match can be from federal funds or federal program in kind. The state portion of the funding can be matched by federal funds or program in kind (e.g. OJJDP programs, HHS programs).
- b. Any funds, goods or volunteer service which is not paid for by CM funds and provides support to the program or its activities may be considered for match.
- c. Examples of match are:
  - i. General program income (other than CM Funding).
  - ii. Space provided without charge to CM for any program activity (calculated at the cost the space or similar space would cost for the same amount of time).
  - iii. Paid staff support when paid for by another agency or another program. When an organization, other than the contractor, furnishes free of charge the services of an employee in the employee's normal line of work. The services shall be valued at the employee's regular rate of pay exclusive of the employer's fringe benefits and overhead costs.
  - iv. Volunteer time, at a rate based upon the usual salary a person would receive if doing the activity for pay. If the contractor does not have employees

performing similar work, the rates shall be consistent with those ordinarily paid by other employers for similar work in the same labor market. A reasonable amount of fringe benefits may be included in the valuation of volunteer services.

Example: If a doctor donates time to perform medical services, hours would be calculated based upon the usual cost of the service if the doctor were to charge for the services. If a doctor donated his/her time to serve as chaperone or assistant to a program activity, hours would not be calculated based upon the doctor's usual cost, but upon the pay a person would usually receive for that type of service.

- v. Any volunteer activity that supports the program or its activities may be considered for match (including hours the volunteer board spends in overseeing the program).
- vi. Equipment: If a third party donates the use of equipment to which it retains title, the contribution shall be valued at the fair rental rate of the equipment or space. Equipment donated to the contractor for use with the CM program may also be counted as match.
- vii. Donated supplies used for any program activity (this includes office supplies, refreshments and supplies used by staff or participants in the activity). Contribution shall be valued at the market value of the supplies at the time of donation.

#### **Unallowable Match**

Costs or in-kind that are used as match for another federal program may not also be used as match for CM.

## **2. Rate of Matching Funds Expenditure**

Although CTED does not require proportional spending, generally, the expenditure of match and program funds should keep pace with the expenditure of funds provided under the contract. For example, if 15 percent of the grant funds have been expended, then about 15 percent of the match funds should also have been expended, unless the expenditure projection or statement of work activities indicates otherwise.

If by the end of the third quarter matching funds are significantly under reported, CTED may request justification. If the contractor provides inadequate justification, CTED may suspend payment or terminate the contract.

While contractors are only required to provide 25 percent match, they are encouraged to document all allowable match funds (in funds or in kind) in their reports and requests for reimbursement. These figures are often used to indicate the amounts leveraged locally by contractors.

**Documentation of Match:**

All match, both funds and in kind shall be documented. Records of source, amount, and type of match shall be available upon request.

- a. For funds, a record of the source, amount, method, and date of donation will be kept.
- b. For in-kind, the source, description of donation, value, and date of donation will be kept. For purposes of documentation, a letter addressed to the donor, stating the above information and acknowledging their gift can serve as a record.
- c. For volunteer hours, the number of hours spent, dates of service, value per hour of service, total amount, and activity provided shall be included in the record. For purposes of documentation, the program may keep timesheets or may document the service through a letter of acknowledgement that includes the above information.

**Requiring Match of Subcontractors or Mini-Grant Recipients**

The contractor may require match of subcontractors and mini-grant recipients, if it so chooses. Such match may be applied to the match requirement for the contractor. All requirements regarding match are the same for subcontractors and mini-grant holders as for the contractor.

**Insufficient Match Funds**

- a. If a program cannot document sufficient match for the amount of funding provided, it is expected that a comparable amount of funding will be left unspent.
- b. If a match, which was expected to be provided, is withdrawn from the program and the program is unable to identify replacement match, the program may submit a letter explaining the situation, and CTED can forgive that portion of the match which was lost. This will be done on a case-by-case basis. Some acceptable reasons for inability to document match include:
  - i. A supporting agency or organization loses part or all of the funding it usually donates to the program.
  - ii. General economic crisis in the community.
  - iii. An organization that usually supports the program's activities redirects its mission and efforts to another field of interest.

**3. Program Income**

- a. All income generated as a direct result of projects financed in part or in whole with contract funds shall be deemed program income. Common forms of program income include interest and fees (such as conference and training fees), etc.
- b. Program income generated as a result of contract funds must be used for the purposes and under the conditions applicable to the use of contract funds. At a minimum, program income must be directed back to the contracted activities at a ratio or level similar to that used by the contracted project to generate the income.
- c. Contractors are required to account for program income using generally accepted accounting principles.
- d. Program income may be considered as match upon expenditure.



#### **4. Restrictions on Use**

Match funds and program income are subject to the same restrictions and conditions of use as the contract funds.

#### **E. Non-Supplanting Requirement**

**ADOPTED 11/7/02**

Federal and state funds, match, and program income will not be used to replace state or local funds that would, in the absence of such federal or state aid, be made available for CM Program activities.

#### **F. Property, Procurement and Disposition Standards**

1. Procurement Standards: Contractors shall establish procurement policies and procedures for all purchases funded by CM-Programs as follows:

Procurement standards shall conform to applicable state and federal law and the standards identified in the Procurement Standards Sections of the Contract General Terms and Conditions or OMB Circular A-110. Contractors with procurement procedures that do not meet these standards are subject to review and corrective action by CTED.

- a. Contractors shall establish a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of bids using contract funds.
- b. Prior Approval - Prior approval is required for:
  - i. All sole source contracts in excess of \$5,000.
  - ii. All equipment purchases in excess of \$500 per unit that is not supported in the contract application.
  - iii. Prior approval requests shall include: a copy of the proposed subcontract, any related procurement documents, and justification for noncompetitive procurement, if applicable.
- c. Adequate Competition: All procurement transactions, whether negotiated or competitively bid without regard to dollar value, must be conducted in a manner which provides open and free competition.
  - i. Noncompetitive Practices: Contractors must be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
  - ii. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
  - iii. An exemption to this regulation requires the prior approval of CTED and is only given in unusual circumstances, such as when a nonprofit organization acts as the agent for the state or local unit of government. Any request for exemption must be submitted to CTED in writing.

d. Disposition Standards

Replacement of Property: When an item of property is no longer efficient or serviceable and replacement equipment is required, the item may be sold. The item may also be traded in for credit toward replacement equipment. The proceeds from such sale are to be counted as project income, and upon procurement of replacement equipment may not be counted as match funds.

- i. Trade in credit must at least be equivalent to the item's fair market value.
- ii. Replacement property must serve a similar function to the original equipment, though not necessarily of the same grade or quality.
- iii. No Longer Needed: When equipment or property bought with contract/match funds or project income and is no longer needed by the contractor, the contractor shall notify CTED and provide a disposition plan for the item(s). The Disposition plan will include:

- Present fair market value and method of estimation.
- Disposition method (transfer/sale).
- If the desired disposition method is to transfer, specify:
  - o Intended recipient.
  - o Purpose (usage) of transfer.
- Original procurement date.
- Source(s) and extent of original procurement funds:

<u>Example</u>	<u>Funding Sources</u>	<u>Percent</u>
Equipment Item	Grant	%
	Match	%
	Project Income	%
	Other (specify)	%

- e. Transfer: CTED may authorize transfer of property to other activities or purposes to support the state's CM strategy. Transferred property with a per unit fair market value of \$500 or more shall be accompanied by a certificate including:
  - i. Identification of the agency making the transfer.
  - ii. Identification of the funding source.
  - iii. Requirement as a condition of acceptance that the property be dedicated to program activities so long as the receiving agency has need of the property.
  - iv. Requirement as condition of acceptance that the disposition proceeds, if over \$100, be returned to the agency making the transfer.
- f. Proceeds from Sale - If sale is approved as the method of disposal, proceeds must be returned to the contractor as project income and may not be claimed as match.
- g. Discontinuing programs will dispose of property as noted above. However, prior to determining recipients, the succeeding or related programs must notify CTED so that property may be used for program purposes.

## **G. Property Management**

1. Property records must be maintained on all items costing \$500 or more per unit cost. Expendable supplies are excluded from this requirement. The contractor may develop more stringent requirements.
2. Property records must include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal, state, and match participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price.
3. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
4. A control system must exist to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to CTED.
5. Adequate maintenance procedures must exist to keep the property in good condition.
6. Proper sales procedures must be established to ensure the highest possible return.
7. Equipment: Equipment acquired in part or in whole with either contract or match funds shall be managed to ensure that the equipment is used for program-funded purposes. Standards and procedures governing ownership, use, and management are as follows:
  - a. Title: The title shall vest in the contractor or participating agency that purchases the property if they certify to CTED that the property will be used for contracted program or related program purposes.
  - b. Use and Management: Contractors shall use and manage equipment in accordance with their own procedures as long as the equipment is used for the contracted program or subsequent related purposes.
  - c. Federal Equipment: In the event a contractor is directly provided federally-owned equipment used for the funded program, the following requirements apply:
    - i. The title remains vested in the federal government.
    - ii. Contractors shall manage the equipment in accordance with the rules and procedures of the federal agency providing the equipment, and submit an annual inventory listing to CTED.
    - iii. When the equipment is no longer needed, the contractor shall request disposition instructions from the federal agency providing the equipment.
    - iv. Supplies: Title to unexpended supplies acquired for a contracted activity vests upon acquisition in the contractor or the acquiring participating agency.
  - d. Retention of Property Records: Records of equipment, nonexpendable personal property, and real property shall be retained for a period of six (6) years from the

date of the disposition, replacement or transfer. Records shall be kept before the expiration of the six-year period, and shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

- e. Competitive/Commercial Use of Program Equipment: Program equipment bought with either contract or match funds must not be used to provide services for a fee that competes unfairly with private companies that provide equivalent services, unless specifically permitted by federal or state statute.

## 8. Indemnification and Insurance

- a. Indemnification: CTED and the State of Washington are indemnified from actions of contract recipients. Each contractor is considered to be an independent contractor responsible for its own actions and liability. Neither CTED nor the state share this responsibility or liability.
- b. Insurance: CTED assumes no liability with respect to bodily injury, illness, accident, theft, or any other damages or losses concerning persons or property, or involving the contractor's equipment or vehicles.
  - i. The contractor is responsible for providing adequate insurance coverage to protect against legal liability arising out of activities under the program. The contractor must notify CTED 45 days before cancellation or reduction in the contractor's insurance coverage.
  - ii. Public Liability Insurance: The contractor shall at all times while receiving program funds, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under the program. This insurance shall cover such claims as may be caused by any act, omission or negligence of the contractor or its officers, agents, representatives, assigns, or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the state, with the approval of the contractor (which shall not be unreasonably withheld), shall not be less than \$1,000,000 combined single limits.
  - iii. Automobile Liability Insurance: In the event that services delivered pursuant to the program involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If contractor employee's vehicles are used, the contractor must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos." The minimum limit for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
  - iv. Professional Liability, Errors, and Omissions Insurance: In the event that services delivered pursuant to the program, either directly or indirectly, involve or require providing professional services, Professional Liability Errors and Omissions Insurance shall be required. "Professional Services," shall mean any services provided by a physician, psychologist, architect, or other licensed

professional. The contractor shall maintain minimum limits no less than \$1,000,000 per occurrence.

- v. The contractor is responsible for ensuring that liability related to subcontractor activity is appropriately covered by insurance provided either by the subcontractor or contractor.
- vi. Alternatively, the contractor may provide the coverage specified above under a self-insurance risk management program.

## **H. Contract Suspension and Termination**

1. If the elements of the program's purpose, mission, goals, objectives, implementing activities, and program evaluation as stated in the project application are not implemented or executed, CTED may suspend payment or terminate the contract.
2. If CTED's reporting requirements are not complied with within 15 days of the due date, payment may be suspended. In the event that reporting requirements are consistently not complied with, CTED may terminate the contract.
3. Substantial deviation from, or violation of the strategy and workplan as stated in the Risk and Protective Factors Assessment and program Application for Funding are grounds for CTED to terminate the contract.

## **I. Recovery of Funds and Costs Incurred by CTED**

1. In the event that the contractor fails to expend federal or state funds in accordance with federal and state laws and regulations or the provisions of the contract, CTED reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance.
2. CTED retains the right to recover such funds for a period of 3 (three) years after contract termination. Repayment of these funds must be made within 30 (thirty) days of the demand for repayment.
3. If required to institute legal proceedings to enforce this right and recover funds, CTED will be entitled to all the expenses it incurs in the case, including reasonable attorneys' fees.

## Section VI

### Contract Amendments

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**A. Contract Revisions**

1. Contract revisions are required when:
  - a. The contractor wishes to “significantly” change the scope of work or the activities described in the program application and budget to implement the application work plan.
    - i. Funding additional personnel to those included in the program application and budget is considered a significant change to the scope of work. Funding incremental salary and benefit increases or overtime reimbursement is not, in itself, considered significant changes.
    - ii. Shifting funds into a category with an initial budget of zero is considered a significant change to the scope of work.
    - iii. Shifting funds into administration when no funds had been allocated for administration is considered a significant change.
  - b. The contractor wishes to transfer funds between line items in a cumulative amount exceeding ten percent of the total budget.
  - c. Reducing or increasing the total amount of funds that was originally authorized in the contract.
  - d. Shifting project performance from personnel identified in the program application or budget to either personal service contracts or subcontractors.
  - e. Changing primary contractor or contractual agent (see Section IV-D, page 3).
2. Contract Amendment Requests must be requested in writing to the Department of Community, Trade and Economic Development (CTED) and should explain the reason for the revision. A revised copy of the contract budget must be submitted with all amendment requests affecting the budget.
3. CTED Approval: One original and two copies of approved, amended Contract Face Sheets will be sent to the contractor for signature. After signing, all three copies must be returned to CTED for final signature. CTED will then return one copy of the fully executed amendment to the recipient for filing with contract documents.
4. Timelines  
Amendments shall be made prior to changed performance. Amendments may not be made after the end of the contract period. All amendment requests must be submitted to CTED prior to May 15 to allow for processing prior to the end of the fiscal year.

## **B. Second-Year Amendments**

Contracts are entered into for a two-year period at the beginning of each biennium. At the end of the first year, funding for the second year is allocated. Notice of any changes in the allocation is sent to the contractors and a current allocation table is provided.

1. CTED will send a packet for completing second year amendments prior to the end of the previous fiscal year (see Appendix F). The packet will contain:
  - a. An allocation table for the forthcoming fiscal year.
  - b. Amendment forms.
  - c. A blank copy of Form 8 (Strategy Worksheet) from the Application.
  - d. Directions regarding the amendment process
  - e. A letter outlining due dates and other pertinent information.
2. Each contractor must submit an amendment, which describes any changes to the scope or work.
  - a. If the scope of work has significantly changed or new activities or projects have been added, a new Form 8 must be filled out for each new or significantly changed activity.
  - b. If an activity has been discontinued, this must be noted in the description of the scope of work.
3. The contractor must submit a new budget for the second year of the biennium. This budget will be built on the allocation for the forthcoming year. It will include:
  - a. Any changes in projected expenditures.
  - b. A timetable for the expenditure of funds over the upcoming fiscal year.
4. The process for approving the amendment is the same as for other amendments.



## Section VII

# Community Mobilization Program CM Board Requirements

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## **VII. CM POLICY BOARD RESPONSIBILITIES**

**ADOPTED 11/7/02**

**REVISED 2/24/03**

### **A. Representative Membership:**

1. At a minimum, local CM Policy Boards will have representation from education, law enforcement, local government, treatment, and parents.
2. Other members will be elected or appointed from among other prevention partners, community organizations and individuals. The constitution of the board should represent the community as a whole. Members may include other prevention partners, youth, representatives of tribes, local ethnic groups, the religious community, business, juvenile justice, the health department, social services, and community members at large.

### **B. By-Laws:**

1. The CM Policy Board will have by-laws appropriate to the business and style of the group. By-laws must include:
  - a. How members are selected.
  - b. Meeting schedule and requirements.
  - c. How officers are selected and their duties.
  - d. What is a quorum?
  - e. How decisions are made.
  - f. Policies governing the relationship between the board and the contractual agent.
  - g. How minutes will be kept, distributed, reviewed and amended.
  - h. How financial decisions will be made and recorded.
  - i. Who has the authority to sign contracts and other legal documents?
  - j. How the by-laws may be amended.
2. Other issues of concern unique to the local CM Policy Board may be addressed as necessary.

### **C. Program Planning:**

The local CM Policy Board is required to be involved in all decision-making activities involved in the planning, implementation, and review of the CM Program.

1. The CM Policy Board should write or review and approve the program's vision and/or mission. If the Board has previously written one or both of these, they should be reviewed whenever a significant number of the Board members change.
2. Representatives of the CM Policy Board should be involved in the county's collaborative needs assessment. The whole Board should review the risk and protective factors chosen as priorities, and select three or more risk/protective factors appropriate for CM to address in the community. See CM Collaborative Risk and Protective Factors Assessment, under Application for Funds, Section IV.E.1.
3. The local CM Policy Board should be involved in the development of goals and objectives, and participate in the selection of strategies and programs to address those goals.
4. The CM Policy Board should be involved in the selection of outcome measures to determine the success of the program.

**D. Oversight of Program:**

The CM Policy Board is a decision-making board. RCW 43.270.020.2(c)(x) requires that local CM grant applications identify a contractual agent who meets state requirements for each activity proposed for funding. CTED recognizes the Legislative intent to fund activities and strategies identified by community leaders as effective in preventing substance abuse and violence. Therefore, CTED regards the local CM Policy Board as the community representative for purposes of developing coordinated or complimentary strategies for the community. Consequently, since its inception, CTED has deferred to the local CM Policy Board's selection of a contractual agent. CTED contracts with the contractual agent, whose function is to administer and account for the funds provided to the community by the grant program. The CM Policy Board serves as the policy-making body for purposes of developing the community activities and strategies funded by the grant.

1. In order to minimize disputes that may occasionally arise, RCW 43.270.020(c)(x) requires that a Memorandum of Understanding (MOU) be entered into between the CM Policy Board and the CM Contractual Agent. Such MOU must reflect the duties and powers of each party, prior to the implementation of the local CM Program (see Appendix H for a sample MOU form).
  - a. This document will be dated and signed by the CM Policy Board Chair and the designated officer of the contractual agent.
  - b. When either of the officials designated to sign the MOU is replaced, or every four years, whichever comes first, a new MOU must be signed.
2. The CM Policy Board shall oversee the implementation of the program. At regular intervals, as decided by the Board, it shall review, at a minimum:
  - a. Minutes of the previous meeting and any actions taken.
  - b. Financial status of the program, including ongoing expenditures and revenues.
  - c. Reports from the Program Coordinator and/or sub-contractors, as appropriate.
  - d. Activities of the Program Coordinator (performance review, if appropriate) at regular intervals to ensure they support the direction of the CM Policy Board.
  - e. Status of activities.
  - f. Outcome measurements and results for goals, objectives and activities.

**E. Involvement in Community Activities:**

1. The CM Policy Board shall determine the level of community involvement expected of Board members, and determine the methods to be used for Board involvement as a whole.
2. At a minimum, the CM Policy Board and/or its members are expected to:
  - a. Contact policy makers (local, state, and/or federal) to educate them concerning the accomplishments, needs, and contributions of the CM Program to the community.
  - b. Represent the local CM Program to the media as appropriate.
  - c. Engage in fund-raising activities as determined by the Board.
  - d. Act as liaison between the Board and community partners as appropriate and as determined by the Board by-laws.

- e. Keep a written outreach plan for achieving and maintaining meaningful participation from all appropriate segments of the community, including education, treatment, local government, law enforcement, and parents. In addition, it should include, as appropriate to the particular county, youth, service clubs, community members, juvenile justice, business, job training, human services, citizens' groups, health services, public housing, tribal commissions, CPS workers, the media, the faith community, prevention partners, ethnic and cultural representation, and others.
- 3. Board members will represent the Board and its stated opinions only as outlined by and in keeping with the Board by-laws.

## Section VIII

### Program Management

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## VIII. Program Management

Adopted 11/7/02

- A. Regulatory Requirements:** In addition to statutory requirements, the award and administration of contract funds are subject to applicable rules, regulations, and policies issued by the Office of Management and Budget (OMB), the General Accounting Office (GAO), and the U.S. Treasury.
1. Each contractor shall maintain, or have access to, copies of documents which present additional detailed guidance relating to the award and administration of contracts and subcontracts.
  2. The most applicable regulations are identified in Section II, Legislative Mandates, and Section VIII, Program Management.
  3. Each contractor shall develop and maintain personnel policies that include:
    - a. Job descriptions for all employees.
    - b. Hiring, promotion and termination guidelines.
    - c. Drug-free workplace policies and procedures.
    - d. Equal Opportunity for Employment clauses (as required by federal law).
    - e. Policies and Procedures to implement the Americans with Disabilities Act where appropriate.
  4. Contractor will develop and maintain policies addressing the following issues:
    - a. Program operations.
    - b. Financial and accounting policies and procedures.
    - c. Reporting requirements.
    - d. Procurement Policies and procedures.
- B. Accounting System Standards:** The accounting system used by contracting agencies must include an account structure, records, source documents, and a system for coding financial transactions and written procedures prescribing the operation of the system.
1. The accounting system must record the receipt and disbursement of funds, purpose and category of disbursement, identify recipients, and identify the level of current expenditures and the current balance of program funds.
  2. Contract funds shall not be co-mingled with other funds unless sufficient fiscal controls are in operation to readily identify the level of current expenditures and the available balance of program funds by source.
  3. Periodic accounting of all disbursed cash and/or receipts is required. Other disbursed funds will be accounted for at least monthly if no other period is established by the fiscal policies of the contractor.
  4. If the contractor charges fees for any services, use of equipment, or other activities which were paid for by CM funds, any income earned (including interest) shall be credited to the CM account and only used for CM activities.
- C. Time and Attendance Records:** Time and attendance records are required for all individuals receiving funds from multiple sources.
1. No individual may be compensated for more than 100 percent of their time; therefore, when multiple funding sources are applied to the same individual, care must be

exercised that only valid charges are made for salary and benefits, and when appropriate, for overtime.

2. Time sheets for all CM staff must be available for review by CTED.

**D. Retention of Records: Organizational records shall be maintained for at least six (6) years after the final invoice is submitted for each year of the contract.**

**E. Audits**

1. Audit Responsibilities: Contractors shall adhere to the General Office of Management and Budget (OMB), Generally Accepted Auditing Standards (GAAS), Government Accounting Standards (the Revised Yellow Book), OMB Circular A-133, and other applicable federal and state regulations.
  - a. Organizations expending less than \$75,000 per year in federal funds are not required to have any specific audit.
  - b. Organizations expending more than \$75,000 and less than \$300,000 in federal funds shall have a financial audit in accordance with GAAS--Financial Audits.
  - c. Organizations expending more than \$300,000 in federal funds shall have a single-agency audit.
2. Audit Objectives: Contracts and other agreements are awarded subject to conditions of fiscal, program, and general administration to which the contractor expressly agrees. Accordingly, the audit objective is to review the administration of federal funds and required non-federal contributions for the purpose of determining whether the contractor:
  - a. Will maintain accounting records that will enable separate identification of all funds received and expended, and assure that subcontractors also maintain records that are auditable. The contractor shall be responsible for any audit exceptions incurred by its own organization or that of its subcontractors. CTED reserves the right to recover disallowed expenditures.
  - b. Has established an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities. This system should provide reasonable assurance that the organization is managing state and federal financial assistance programs in compliance with applicable laws and regulations. This includes prepared financial statements, which are presented fairly, in accordance with generally accepted accounting principles.
  - c. Prepares financial reports (which may include financial status reports, cash reports, and claims for advances and reimbursements) that contain accurate and reliable financial data, and are presented in accordance with the terms of applicable agreements.
  - d. Expend funds in accordance with the terms of applicable agreements and those provisions of state and federal law or regulations that could have a material effect on the financial statements or on the awards tested.

3. Implementation: Audits shall be conducted annually. The due date of each audit shall be no later than 13 (thirteen) months after the end of the fiscal year in which the contract terminated.

The Schedule of Federal Assistance: When the contracting agency prepares the Schedule of Federal Assistance for the annual audit, the indirect portion of the schedule will include the following information:

- a. Contractor Agency: U.S.E.D./CTED
- b. BARS Code 333.16.579
- c. Program Name (as appropriate)
- d. Federal CFDA Number:
- e. Other Contract Number (CTED assigned contract number)
- f. Total Award Amount (federal award, not total budget)
- g. Balance Unexpended at End of the SFY

The format of this information may vary within standard accounting rules and practices.

4. Audit Reporting Requirements:
  - a. The Office of the State Auditor shall conduct the audit of the contractor's program if the contractor is a state or local government entity. If the contractor is not a state or local government entity, an independent certified public accountant firm may be selected by the contractor in accordance with OMB Circular A-122.
  - b. The contractor is responsible for sending the audit report to CTED's Internal Audit Manager as soon as it is available, but no later than 13 (thirteen) months after the end of the contractor's fiscal year. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The contractor will respond to department requests for information or corrective action concerning audit issues within 30 (thirty) days of the date of request.
  - c. The contractor shall include the requirements in this section in any subcontracts.
  - d. As applicable, costs of the audit are an allowable expenditure. For more information concerning audits, see the CM Program Contract General Terms and Conditions (Attachment F).
  - e. If the auditor becomes aware of irregularities or illegal acts, the contractor must give prompt notice to management officials and CTED.
  - f. Failure to have audits performed as required may result in the withholding of new awards and/or withholding of funds or changes in the method of payment on active contracts.
5. Audit and Financial Assistance Report: This report is separate from the audit itself. It has a different due date and routing.
  - a. The elements of this report include the type of audit to be conducted for the fiscal year, and the financial assistance received from state and federal governments, directly or indirectly.



- b. Three copies of The Audit and Financial Assistance Report and annual audit for each year in which either contract or match funds are expended are to be provided to:
  - Department of Community, Trade and Economic Development
  - Administrative Services Division
  - Attention: Fiscal Management
  - 906 Columbia Street Southwest
  - Post Office Box 48350
  - Olympia, Washington 98504-8350
- 6. Resolution and Clearance of Audit Reports: Timely action on recommendations by responsible management officials is an integral part of the effectiveness of an audit.
  - a. Each contractor shall have policies and procedures for acting on audit recommendations by designating officials who are responsible for maintaining a record of the action taken on recommendations and time schedules, and responding to and acting on audit recommendations.
  - b. A report of the action taken and the resolution of the audit exception must be made to CTED in writing. Failure to correct an audit finding or to notify CTED of the resolution of such a finding may be cause to withhold funds or terminate the contract.
- 7. Cooperation in Special Audits: Contractors and subcontractors are subject to and will cooperate in any special audits conducted by or on behalf of CTED.

# Section IX

## Program Requirements

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## **IX. PROGRAM REQUIREMENTS**

**ADOPTED 11/19/02**

### **A. REPORTING AND RECORDS**

1. Fiscal Reports/Invoices:  
Expenditure Reports and Requests for Reimbursement (invoice vouchers) serve a dual function. First, invoice vouchers provide CTED with data necessary for contract, federal, and state reporting requirements. Second, they serve as invoices for requesting reimbursement of funds. Accuracy is imperative if the project is to be properly administered and managed without cash flow difficulties or audit exceptions.
2. Person Responsible for Completing Invoices:  
The name and telephone number of the person responsible for completing the Monthly Expenditure Report and Request for Reimbursement Form (invoice voucher) must be included on the report form.
3. Official Signatures:  
Invoice vouchers must be signed and dated by an individual authorized to sign them. Only individuals indicated on the Signature Authorization form, furnished with the original contract or subsequently submitted to CTED, are authorized to sign vouchers.
4. Expenditure Report and Requests for Reimbursement:  
Reports are due the 15th of the month following the period in which expenditures were incurred. For example, funds expended July 1<sup>st</sup> – 31<sup>st</sup> must be reported by August 15<sup>th</sup>. Invoices may be submitted monthly, bi-monthly, or quarterly. The time covered by the invoice will depend on the contractor's choice of reporting periods.
5. Final Expenditure Report for the Last Month of the Contract Period:  
On the final request for reimbursement submitted by the contractor, CTED may only reimburse expenditures that have been accrued and services delivered on or before June 30<sup>th</sup>. At the close of the biennium, expenditures can only be reimbursed for services that have been accrued and services delivered on or before June 30<sup>th</sup>. Generally invoices must be submitted about 7 – 9 days following the 11<sup>th</sup> month of the contract period. This is to accommodate the fiscal office in closing the books. For this reason, there is very little latitude with this timeline (as opposed to other months).
6. Final Contract Closeout Report:  
A final Closeout Report summarizing expenditures and reimbursements made throughout the contract period, and expenditures made during the contract period but not previously claimed, must be submitted within 15 (fifteen) days of the end of the contract period. This final report may include requests for reimbursement of bills paid by the contractor, and previously unpaid by CTED (e.g. late vendor payments, overtime not previously requested, and similar legitimate but unreported expenses).

*Note: The balance of federal and state funds dedicated to the program are de-obligated shortly after July 15<sup>th</sup> and may no longer be available after the due date for*

*the final expenditure report. In that event, the contractor will not be paid for any program costs subsequently identified after the due date.*

**B. PROGRAM ACTIVITY REPORTS (PARs)**

Contractors will provide activity reports to CTED on a semi-annual basis, using the format provide by CTED. Reports may include, but are not limited to, summaries of:

1. The timing of the activity.
2. The priority risk or protective factor(s) being addressed by the activity.
3. Numbers of activity sessions and service hours.
4. Numbers of participants in the activity.
5. Participant demographics.
6. Measurement information and methods.
7. Success or achievement of objectives.
8. Numbers of personnel providing services.
9. Types of services provided.
10. Participants receiving services and referral sources.
11. Sources of funding for each activity.

**C. Maintenance and Retention of Records**

All financial records, supporting documents, statistical records, and other records pertinent to the contract shall be retained by the contractor, subcontractor, and other participating agencies for at least 6 (six) years after the closing date of the contract for purposes of state or federal examination and audit. For more information about record retention requirements, see the CM Program Contract General Terms and Conditions (Appendix G).

1. Coverage: The retention requirement extends to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all contract awards, applications, and required financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals reimbursed under the contract, whether they are employed full-time or part-time.
2. Retention Period: The six-year retention period starts on the termination date of the contract. Rules addressing situations requiring a longer retention period, such as records for nonexpendable property acquired with contract funds and for contracts having an audit in process, are contained in OMB Circulars A-128 and A-133.
3. Maintenance: Contractors are expected to ensure that records are maintained so that information desired can be readily located. Contractors are obligated to protect records against fire or other damage.

**D. Outcome Measurements and Evaluation**

1. Contractors are expected to adhere to sound program management practices in pursuing appropriate evaluation of funded activities. At a minimum, contractors must follow the federal "Principles of Effectiveness" (see Appendix B) found in ESEA Title IV.
2. Each program or activity conducted with CM funds must have one or more outcome measures implemented to determine its effectiveness. Outcome measures may be archival, surveys, or other research-based measurements.
  - a. If the program or activity includes an outcome measurement tool, that tool will fulfill the requirement for measuring outcomes.
  - b. If it does not include such a tool, the program staff must select a measurement process and include it in the application work plan.
3. Measurement tools will be implemented as directed by CTED. Examples of outcome measurement tools (see Appendix J) include:
  - a. The "Community Mobilization Scorecard."
  - b. Other evaluation/survey methods from the Family, Individual/Peer, or School Domains, as identified by CTED.

**E. Meetings**

1. CM Advisory Committee (CMAC)

Representatives of CM contractors serve on the CM Advisory Committee on a voluntary basis, and as selected by their respective regions. Guidelines for regional elections are included in the CMAC Policies and Procedures.

  - a. CMAC has developed and maintains Policies and Procedures to govern its operation. Expectations of CMAC members and contractors, where applicable, are incorporated into these policies and procedures by reference.
  - b. CMAC Policies and Procedures may be found in Appendix L.
2. CM Annual Meetings:
  - a. CTED traditionally sponsors an annual meeting of all contractors. This meeting includes information necessary for the successful administration of the local CM program. It may also include training and opportunities to network with other local CM providers.
  - b. Each contractor shall send at least one representative from the local program. Ideally, this will be the program coordinator. If the coordinator is unable to attend, a board member, subcontractor, or other appropriate alternate shall be sent. If the Coordinator is unable to attend, he/she must notify the CTED CM Coordinator for his/her region.
  - c. Contractors are generally expected to budget for attendance to this meeting in their program budget. If a contractor is unable to pay for a representative to attend the meeting, the state program coordinator for the contractor must be notified. If

possible, scholarships for attendance will be granted on a case-by-case basis as the state budget permits.

- d. A committee designated by CMAC will develop the location, agenda, arrange for speakers, etc. This committee will arrange to receive input and suggestions from all the contractors concerning the meeting agenda.
- e. The annual meeting is traditionally held alternately on the east and west sides of the state. Convenience in traveling (i.e., cities with good flight connections, cities easy to locate) is taken into consideration when choosing meeting locations. The planning committee selects the location based upon evaluations received from the previous annual meeting.

3. Regional Meetings:

For purposes of efficient administration between CTED and local CM contractors, the CM Program has been grouped into four statewide regions: NW, SW, NE, and SE. CTED CM Program Coordinators are assigned one or more of these regions for program administrative purposes, including on-site monitoring, application review and approval, letting of contracts, payment of contract invoices, provision of technical assistance, representation at regional CM meetings, etc.

- a. There will be at least four regional meetings per year. The purpose of the regional meeting is to provide a forum for:
  - i. CMAC members to report discussions and decisions of recent CMAC meetings.
  - ii. Contractors to provide input to CMAC members on issues to be brought up at future CMAC meetings.
  - iii. Discussion of local issues unique to the region.
  - iv. Opportunities for contractors to network with neighboring providers.
- b. Agendas for regional meetings will be developed at the CMAC meeting immediately preceding the regional meetings. To the extent possible, each regional meeting will cover the same information, issues, and discussion points.
- c. Contractors are expected to send a representative to each regional meeting.
  - i. If a contractor cannot attend the local regional meeting he/she may attend any meeting within the state that fits his/her schedule.
  - ii. Costs for attending the regional meetings are the responsibility of the contractor and should be built into the annual budget. If the contractor is unable to attend a regional meeting due to budget constraints, the state program coordinator should be notified so that alternate arrangements may be discussed.
  - iii. A contractor also has the option of sending a member of the local CM Board, a subcontractor, or other designated person to represent their county. Such representatives are expected to take information back to the contractor on the points of discussion, materials shared at the meeting, etc.

4. Subcommittees and Task Forces:

Subcommittees and task forces may be created either by CMAC or by the CM staff of CTED. These groups will be called together for specific purposes and for limited duration.

- a. Subcommittees and task forces created by CMAC shall report to CMAC and be governed by CMAC's Policies and Procedures. Such groups may be made up of both CMAC members and contractors at large.
- b. Subcommittees and/or task forces may also be created by CM staff to assist in making decisions that respond to the needs and situations of the contractors.
- c. Contractors are encouraged to volunteer for any subcommittees and/or task forces appropriate to their situation. Such involvement provides opportunities for contractors to provide useful feedback and to gain a deeper knowledge of the overall program.

## **F. PROGRAM REVIEW**

**ADOPTED 9/5/2002**

The Safe and Drug-Free Communities Unit of CTED is responsible for conducting program reviews: on-site reviews, or monitoring visits, and desk program reviews of local CM Programs. The general purpose of these reviews is to determine the contractor's compliance with state and federal regulations and laws, and to provide an impetus for program evaluation and improvement.

Each local contractor is encouraged to conduct a self-assessment. Information from self-assessments may be provided to the CTED Program Coordinator at the beginning of the on-site review for exploration of issues and strengths.

### **1. Introduction**

The Community Mobilization philosophy in regard to Program Review is that the process is intended to document where the program is working well and to offer technical assistance, support, and guidance where it needs improvement or is out of compliance. If a program is found out of compliance or in serious need of improvement, CTED staff will provide assistance to the program to return it to compliance or full functionality. Only after it becomes evident that the program cannot, or will not, come into compliance will more drastic measures (such as withholding of funds, termination of contract, etc.) be taken.

If the program is found to be out of compliance, sufficient time will be given to the program to correct the shortcomings. The amount of time needed will be determined case-by-case, based on the length of time needed to correct the discrepancy.

### **2. Responsibilities**

Contractors are responsible for planning and carrying out programs, projects, and activities in accordance with contract requirements and state and federal regulations. The role of CTED is to ensure that contractors carry out their programs in accordance with applicable laws and regulations and legislative intent. CTED will assist contractors to identify problems or potential concerns in their programs, and provide technical assistance.

### **3. Program Review Objectives**

It is important for contract recipients to have an effective management system in place to successfully implement their CM Program and to comply with contract requirements.

Objectives of the program review process include:

- a. Documentation of program activities.
  - b. Support of the following state and federal activities:
    - i. Policy making
    - ii. Strategic planning
    - iii. Evaluation of program effectiveness
    - iv. Making individual project contract decisions
    - v. Managing individual project contract awards
  - c. The review process includes, but is not limited to, on-site and desk:
    - i. Review of the project assessment, application, and contract requirements
    - ii. Review of statistical reporting data
    - iii. Review of fiscal reporting data
    - iv. Verification of compliance with financial requirements
    - v. Review of programmatic activities for compliance
  - d. CTED staff will monitor contractors on-site to determine if contract requirements are met. The areas to be examined include, but are not limited to, the following:
    - i. Compliance with needs assessment, application, and implementation activities, and contractual, budget, and financial management.
    - ii. Progress in achieving program goals, objectives, implementation activities, and evaluation plans.
    - iii. Determining the success of the program in meeting its goals and objectives, providing measurable outcomes, and addressing the risk and protective factors prioritized in the community to reduce substance abuse and violence.
    - iv. Compliance with state and federal regulations.
  - e. Prior to the on-site review, CTED will assist contractors by:
    - i. Tracking actual and planned expenditures (i.e., desk monitoring).
    - ii. Reviewing contract performance and compliance.
    - iii. Reviewing the most recent program audit completed for the contractor.
    - iv. Providing individual technical assistance, when necessary, to ensure compliance.
4. Program Review Definitions
- The following terms are used throughout this section:
- a. Areas of Review: Subject in which the contractor's performance may be reviewed (e.g., program strategies, eligible activities, subcontracts, board policies, equal opportunity, drug-free workplace, etc.).
  - b. Desk Program Review (Monitoring): A process of reviewing the contractor's program and fiscal administration to determine the contractor's performance, progress, and compliance with requirements of the program and applicable laws or regulations. Desk program reviews are done between on-site monitoring visits when the contractor's program meets stated criteria (See Desk Program Review Criteria below).
  - c. Findings: Substantial evidence obtained by CTED as a result of any monitoring or reporting activity which indicates contract compliance or noncompliance with specific requirements of applicable laws or regulations.



- d. Program Review: An ongoing process of reviewing contract performance, which uses all available data and information in making judgment about contract performance.
- e. Program Review Visits (Monitoring Visits): An on-site visit for the principal purpose of determining contract performance, progress, and compliance with the requirements of the program and applicable laws or regulations. On-site visits are conducted by CTED.

## 5. Management of Program Review Activities

### a. Desk Program Review (Monitoring)

Desk program review is a process of reviewing contract performance using available data to determine contractor performance. Desk program review is conducted by CTED. Since a desk program review can only be conducted with contractors that have successfully passed previous on-site program reviews and have not changed any significant aspects of their program services or administration, the desk program review is less rigorous than a full-scale on-site program review.

It is the intention that desk program reviews be thorough, but less arduous and time-consuming than a full-scale on-site program review (monitoring visit). The process is intended to be respectful of contractor's time and capacity. It is not intended to shift the workload of monitoring or the review to contractors.

- i. Sources of information available for desk monitoring:
  - Contractor's Collaborative Needs Assessment.
  - Contractor's Application for Funding.
  - Request for Reimbursement (invoice vouchers) and backup documentation.
  - Audit reports.
  - Program on-site review reports.
  - Semi-annual activity reports.
  - Data supplied by contractor through the Desk Monitoring Questionnaire.
- ii. Data will be used to observe contract activity and to identify issues and potential problems, program status, and program accomplishments. A Desk Program Review will consist of:
  - Review of the Desk Monitoring Questionnaire.
  - A fiscal review tracking one month's invoice.
  - Review of contractor's timeliness in submitting reports.
- iii. A contractor is eligible for desk monitoring (rather than a full on-site program review) under the following conditions:
  - The program had an on-site visit at its last program review.
  - The previous program review did not reveal any significant or serious findings.
  - The program has submitted reports, requests for reimbursement and other required paperwork in a timely manner.
  - There were no audit findings in the most recent audit.

- There have been no significant changes in the administration of the program (e.g., no change in contractual agent, fiscal or program documentation, and change in staff without continuity of program).
- iv. If the desk monitoring does not reveal any discrepancies, the CTED staff performing the review will notify the contractor in writing.
  - v. If discrepancies are minor in nature or can be easily remedied, the contractor will report the strategy and outcome of the correction in writing to CTED.
    - CTED will notify the contractor of the acceptability of the correction in writing. If no further action is needed, the review will be considered completed.
    - If the desk monitoring reveals a serious issue of compliance or need for improvement, a full on-site program review may be conducted, or a technical assistance visit may be scheduled.
  - vi. The following documents will be placed in the contractor's file:
    - Pre-desk monitoring letter.
    - Desk Monitoring Tool.
    - Follow-up letter (one of the following):
      - o No major or minor discrepancies – monitoring completed
      - o Minor discrepancies – contractor will address – no response required
      - o Major discrepancies – short-term correction – response required
      - o Major discrepancies – long-term correction – timeline, and corrective action plan required
    - Contractor's timeline and plan for correcting serious discrepancies (if required by follow-up letter)
    - Any documents demonstrating correction of discrepancies sent by contractor
    - Final letter accepting the corrective action of contractor, when appropriate
- b. On-Site Program Review
- In addition to desk monitoring, CTED will also conduct on-site monitoring visits.
- i. Timing: On-site program review visits shall be conducted as necessary. At a minimum, each contractor will be reviewed on-site at least once every four years. Technical assistance visits will be conducted as determined necessary in addition to on-site program review visits. A desk program review will be conducted during the biennium between on-site program reviews if the contractor fulfills the criteria for the less stringent desk review.
  - ii. If there is insufficient funding for travel, or travel is restricted by sources outside the program, desk program reviews will be conducted in lieu of on-site reviews until such time as on-site reviews can be conducted.
  - iii. Program reviews (either on-site or desk) may be conducted up to one year following the biennium in which the review was scheduled to occur. When this occurs, the review will only cover the period of time originally scheduled for review.
  - iv. Scheduling - Contractors will be notified in writing before on-site visits and will be provided a list of items that should be on hand to facilitate the review activities.

c. Program Review Visit

When conducting program review visits, CTED will:

- i. Review pertinent contractor and program participant files, including third-party contractor's files, for required documentation.
- ii. Meet with the fiscal and program staff supporting the activity to review compliance with federal financial and administrative regulations.
- iii. Interview appropriate elected officials, Policy Board members, members of the contractor's staff and, as appropriate, participating agency staff and citizens or citizens groups to discuss contract performance.
- iv. Visit the project headquarters, and if appropriate, specific sites(s)/area(s) receiving special emphasis by the program.
- v. Discuss with the contractor any discrepancy in data resulting from the files examined, interviews, and visits to project sites.
- vi. Conduct an exit interview, if necessary, with the chief elected official and/or the appropriate executive staff to discuss the findings of the monitoring visit.

d. Post-Visit Action

A letter to the contractor will be sent within 45 (forty-five) days after the visit to report the results of the monitoring visit. The content of the monitoring report will include, but not be limited to, the following:

- i. The scope of the program review.
- ii. Program review conclusions supported by facts considered in reaching the conclusions, including any minor or significant discrepancies found.
- iii. Specific corrective actions, if any, required.
- iv. Date any corrective actions must be completed.

Follow up to the program review visit will occur as early as possible, particularly if there are significant findings of non-compliance. All documents relating to monitoring visits and conclusions will be placed in CTED's program local contract file.

e. Follow Up Action

- i. The contractor will be given 30 (thirty) days to respond to the findings and, if necessary, develop a corrective action plan.
- ii. If the contractor does not respond within 30 (thirty) days, payment may be withheld until the required responses are submitted to CTED.
- iii. Significant out-of-compliance findings, which have not been addressed in the corrective action plan, may be grounds for contract termination.

f. Resolving Program Review Findings

- i. Contractor will correct the item(s) out of compliance and send written notification of the correction and the steps taken to achieve these results.
- ii. If the contractor is unable to correct the compliance issue immediately, a written notification of the time frame and strategy for correcting the issue will be sent to CTED. CTED will determine if the corrective action plan is sufficient and timely and respond in writing.

- iii. When the issue has been corrected, the contractor will notify CTED in writing.
- iv. If necessary a follow-up visit will be conducted to assure that the issue has been appropriately and sufficiently addressed.
- v. CTED will notify the contractor in writing once corrective actions have been resolved to the agency's satisfaction.
- vi. The following documents will be placed in the contractor's file:
  - Pre-on-site monitoring letter.
  - On-site Monitoring Tool.
  - Follow-up letter (one of the following):
    - o No major or minor discrepancies – monitoring completed
    - o Minor discrepancies – contractor will address – no response required
    - o Major discrepancies – short-term correction – response required
    - o Major discrepancies – long-term correction – timeline, and corrective action plan required
  - Contractor's timeline and plan for correcting serious discrepancies (if required by follow-up letter).
  - Any documents demonstrating correction of discrepancies sent by contractor.
  - Final letter accepting the corrective action of contractor, when appropriate.

## Section X

### Special Programs and Projects

Title	Page
A. Methamphetamine Initiative.....	X-1

## **X. SPECIAL PROGRAMS AND PROJECTS**

**ADOPTED 12/20/02**

### **A. Methamphetamine Initiative**

1. The Methamphetamine (Meth) Initiative is a statewide grant directly from Congress to specific counties in the State of Washington. There are three parts to the grant. One part goes directly to the sheriffs of specific counties for identification and apprehension of dealers and seizure of meth labs. One part goes to the Department of Ecology for the clean up of labs and for public safety in regards to meth dangers. One part goes to designated counties to create meth action teams to address prevention and education.
2. Meth action teams are a collaborative group, comprised of agencies and organizations that support the mission of reducing the number of meth labs and the number of meth users, and of educating the community about the dangers of meth.
  - a. The CM contractor will be an active member of the team and will generally act as a co-convenor of the team with a representative of the county sheriff's office.
  - b. Other members should include the County Health Department, the School District, other law enforcement agencies, social service agencies, and other prevention providers.
  - c. It is highly encouraged that teams involve civic and religious organizations and businesses.
  - d. If there is a tribe or ethnic organization within the county, these entities should be represented.
3. Meth action teams will develop mission statements, goals, objectives, and strategies based upon local needs assessments.
  - a. The CM contractor will fill out a work plan (Form 8A in the CM Application) for each strategy developed by the team.
  - b. This work plan will identify target populations, activities, outcome measures, and timelines.
  - c. Agencies and individuals responsible for implementing each phase of the plan will be identified.
4. The funding for meth action teams flows through Pierce County Alliance to CTED for distribution to CM contractors in the counties designated. Participation in this program is voluntary; however, if the county CM contractor chooses not to participate, the funding for that county cannot be awarded.
  - a. The meth action team develops the budget for the meth action team activities. The CM contractor is only the fiscal agent for this funding.
  - b. The funding source does not anticipate that any of the funds will go to salaries, except in special cases. The majority of the funds are expected to be spent on goods and services, travel, and training.
  - c. As with the regular CM contract, the fiscal year is from July 1<sup>st</sup> to June 30<sup>th</sup>. Even if the CM contract is not in place at the beginning of the fiscal year, expenditures incurred from that date may be billed as soon as all parties sign the CM contract.

- d. CM contractors will process meth action team expenditure reports and requests for reimbursement on the same invoice as their other CM activities. Documentation for expenditure of funds will follow the same rules as for other expenditures.
- 5. Technical assistance is available to meth action teams through Safe Streets (the Pierce County CM contractor) and Greater Spokane Substance Abuse Coalition (the Spokane County CM contractor). Technical assistance includes assistance with preparing the budget, recruiting and developing the action team, determining local needs, training the team in a variety of subjects (both knowledge-based and skills-based), and identifying and implementing outcome measures appropriate to the team's activities.
- 6. Reports of meth action team activities, and archival data as determined by Pierce County Alliance will be due to CTED to be forwarded to the Alliance bi-annually.

A PAR report will be filled out for meth action team activities. If these activities are coordinated as one project, they can be reported on one form. If there are multiple strategies, they should be reported on multiple forms. PAR forms should clearly designate the reports as meth action team activities under the "Local Program Title".

# Section XI

## Establishing and Revising CM Policies

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A. Policy .....	XI-1
B. Initial Development.....	XI-1
C. Revising and Updating Policies/Procedures .....	XI-1
D. New Policies and Procedures .....	XI-1



## **XI. ESTABLISHING AND REVISING THE CM POLICIES AND PROCEDURES    ADOPTED 9/5/2002**

### **A. Policy**

1. The Policy and Procedure Manual shall be formatted in sections and pages numbered independently so that individual documents can be revised or new documents added without having to renumber the entire Manual.
2. Each contractor will be provided with a complete Policies and Procedures Manual as soon as the first Manual is completed. It will be the responsibility of the contractor to keep the copy available in their program office and to keep it current—culling old and adding new and/or revised document sections when distributed.
3. A master Policies and Procedures Manual will be kept in the state CM office and will be kept up to date with newest versions of all policies and procedures adopted by Community Mobilization.

### **B. Process for Initial Development**

1. State CM staff will write the first draft of each policy and procedure section.
2. The document will then be reviewed by CMAC.
  - a. If it is convenient and timely to bring the document to a CMAC meeting, this will be done. Comments and suggestions will be taken at the meeting.
  - b. If the next CMAC meeting is too far in the future, or if the meeting does not provide time for discussion, it will be e-mailed to CMAC members for input. A specific deadline for providing input will be included with each section when it is disseminated.
3. The document will be sent to all contractors for input. A specific deadline for providing input will be included with each section when it is disseminated.
4. Input from CMAC and contractors will be reviewed and the document revised as necessary and appropriate.
5. The state CM team will review the revised document, any additional changes or additions will be made as appropriate, and the policy will then adopted by CTED.
6. The date of adoption will be recorded at the top of each section of the manual.
7. When the manual has been adopted, it will be distributed to all contractors.

### **C. Revising and Updating Policies and Procedures**

1. All policies and procedures will be reviewed at least once every four years. Policies and procedures may be identified for review at any time upon request of CMAC, by a CM Contractor, or at the discretion of the state CM staff.
2. Documents being reviewed will be processed through steps B.1. – B.7.
3. The revised document will be dated and will replace the outdated document in the office Policies and Procedures Manual and be distributed to contractors. Contractors will be responsible for replacing the outdated document with the revised version.

### **D. New Policies and Procedures**

1. New policies and procedures may be developed and added to the Manual as necessary.

- a. Any contractor may suggest the need for a new policy and/or procedure. CM staff will take the suggestion under advisement. The final decision regarding the creation of a new document shall be the decision of the state CM staff.
  - b. CM staff may initiate the development of a new policy and/or procedure at any time.
2. The process for developing the document will be as described in B.1. – B.7.
3. The new document will be dated and added to the office Policies and Procedures Manual in the appropriate section. A copy will be distributed to contractors. Contractors will be responsible for adding the document to the appropriate section of their manual.

# **Appendix A**

## **RCW 43.270**

**CHAPTER 43.270 RCW**  
**COMMUNITY MOBILIZATION AGAINST SUBSTANCE ABUSE**

**43.270.010 Intent.**

**43.270.020 Grant program – Application – Activities funded.**

**43.270.040 Coordinated strategies.**

**43.270.070 Community suggestions.**

**43.270.080 Gifts, grants, and endowments.**

**43.270.900 Severability – 1989 c 271.**

**RCW 43.270.010**

**Intent.**

The legislature recognizes that statewide efforts aimed at reducing the incidence of substance abuse, including alcohol, tobacco, or other drug abuse, or violence must be increased. The legislature further recognizes that the most effective strategy for reducing the impact of alcohol, tobacco, other drug abuse, and violence is through the collaborative efforts of educators, law enforcement, local government officials, local treatment providers, and concerned community and citizens' groups.

The legislature intends to support the development and activities of community mobilization strategies against alcohol, tobacco, or other drug abuse, and violence, through the following efforts:

- (1) Providing funding support for prevention, treatment, and enforcement activities identified by communities that have brought together education, treatment, local government, law enforcement, and other key elements of the community.
- (2) Providing technical assistance and support to help communities develop and carry out effective activities.
- (3) Providing communities with opportunities to share suggestions for state program operations and budget priorities. **[2001 c 48 § 1; 1989 c 271 § 315.]**

**RCW 43.270.020**

**Grant program -- Application -- Activities funded.**

- (1) There is established in the Department of Community, Trade, and Economic Development a grant program to provide incentive and support for communities to develop targeted and coordinated strategies to reduce the incidence and impact of alcohol, tobacco, or other drug abuse, or violence.
- (2) The Department of Community, Trade, and Economic Development shall make awards, subject to funds appropriated by the legislature, under the following terms:
  - (a) Starting July 1, 2001, funds will be available to countywide programs through a formula developed by the Department of Community, Trade, and Economic Development in consultation with program contractors, which will take into consideration county population size.
  - (b) In order to be eligible for consideration, applicants must demonstrate, at a minimum:

- (i) That the community has developed and is committed to carrying out a coordinated strategy of prevention, treatment, and law enforcement activities.
  - (ii) That the community has considered research-based theory when developing its strategy.
  - (iii) That proposals submitted for funding are based on a local assessment of need and address specific objectives contained in a coordinated strategy of prevention, treatment, and law enforcement against alcohol, tobacco, or other drug abuse, or violence.
  - (iv) Evidence of active participation in preparation of the proposal and specific commitments to implementing the community-wide agenda by leadership from education, law enforcement, local government, tribal government, and treatment entities in the community; and the opportunity for meaningful involvement from others such as neighborhood and citizen groups, businesses, human service, health, and job training organizations and other key elements of the community, particularly those whose responsibilities in law enforcement, treatment, prevention, education, or other community efforts provide direct, ongoing contact with substance abusers, those who exhibit violent behavior, or those at risk for alcohol, tobacco, or other drug abuse or violent behavior.
  - (v) Evidence of additional local resources committed to the applicant's strategy, totaling at least twenty-five (25) percent of funds awarded under this section. These resources may consist of public or private funds, donated goods or services, and other measurable commitments, including in-kind contributions such as volunteer services, materials, supplies, physical facilities, or a combination thereof.
  - (vi) The funds applied for, if received, will not be used to replace funding for existing activities.
- (c) At a minimum, grant applications must include the following:
- (i) A definition of geographic area.
  - (ii) A needs assessment that describes the extent and impact of alcohol, tobacco, or other drug abuse and violence in the community, including an explanation of those who are most severely impacted and those most at risk of substance abuse or violent behavior.
  - (iii) An explanation of the community-wide strategy for prevention, treatment, and law enforcement activities related to alcohol, tobacco, or other drug abuse or violence, with particular attention to those who are most severely impacted and/or those most at risk of alcohol, tobacco, or other drug abuse or violent behavior.
  - (iv) An explanation of who was involved in the development of the strategy, and what specific commitments have been made to carry it out.
  - (v) Identification of existing prevention, education, treatment, and law enforcement resources committed by the applicant, including financial and other support; and an explanation of how the applicant's strategy involves and builds on the efforts of existing organizations or coalitions that have been carrying out community efforts against alcohol, tobacco, or other drug abuse, or violence.
  - (vi) Identification of activities that address specific objectives in the strategy for which additional resources are needed.

- (vii) Identification of additional local resources, including public or private funds, donated goods or services, and other measurable commitments, that have been committed to the activities identified in (c)(vi) of this subsection.
  - (viii) Identification of activities that address specific objectives in the strategy for which funding is requested.
  - (ix) For each activity for which funding is requested, an explanation in sufficient detail to demonstrate:
    - (A) Feasibility through deliberative design, specific objectives, and a realistic plan for implementation.
    - (B) A rationale for how this activity will achieve measurable results and how it will be evaluated.
    - (C) That funds requested are necessary and appropriate to effectively carry out the activity.
  - (x) Identification of a contracting agent meeting state requirements for each activity proposed for funding. Each contracting agent must execute a written agreement with its local community mobilization advisory board that reflects the duties and powers of each party.
- (3) Activities that may be funded through this grant program include those that:
- (a) Prevent alcohol, tobacco, or other drug abuse or violence through educational efforts, development of positive alternatives, intervention with high-risk groups, and other prevention strategies.
  - (b) Support effective treatment by increasing access to and availability of treatment opportunities, particularly for underserved or highly impacted populations, developing aftercare and support mechanisms, and other strategies to increase the availability and effectiveness of treatment.
  - (c) Provide meaningful consequences for participation in illegal activity and promote safe and healthy communities through support of law enforcement strategies.
  - (d) Create or build on efforts by existing community programs, coordinate their efforts, and develop cooperative efforts or other initiatives to make most effective use of resources to carry out the community's strategy against alcohol, tobacco, or other drug abuse or violence.
  - (e) Other activities that demonstrate both feasibility and a rationale for how the activity will achieve measurable results in the strategy against alcohol, tobacco, or other drug abuse, or violence. [2001 c 48 § 2; 1989 c 271 § 316.]

### **RCW 43.270.040**

#### **Coordinated strategies.**

This grant program will be available to communities of any geographic size but will encourage and reward communities which develop coordinated or complimentary strategies within geographic areas such as county areas or groups of county areas which correspond to units of government with significant responsibilities in the area of substance abuse, existing coalitions, or other entities important to the success of a community's strategy against substance abuse. [1989 c 271 § 318.]

**RCW 43.270.070****Community suggestions.**

The Department of Community, Trade, and Economic Development shall ask communities for suggestions on state practices, policies, and priorities that would help communities implement their strategies against alcohol, tobacco, or other drug abuse or violence. The Department of Community, Trade, and Economic Development shall review and respond to those suggestions making necessary changes where feasible, making recommendations to the legislature where appropriate, and providing an explanation as to why suggested changes cannot be accomplished, if the suggestions cannot be acted upon. [2001 c 48 § 3; 1989 c 271 § 321.]

**RCW 43.270.080****Gifts, grants, and endowments.**

The Department of Community, Trade, and Economic Development may receive such gifts, grants, and endowments from public or private sources as may be made from time to time, in trust or otherwise, for the use and benefit of the purposes of RCW 43.270.010 through 43.270.080 and expend the same or any income therefrom according to the terms of the gifts, grants, or endowments. [2001 c 48 § 4; 1989 c 271 § 322.]

**RCW 43.270.900****Severability – 1989 c 271.**

See note following RCW 9.94A.510.

# **Appendix B**

## **ESEA Title IV Part A**

**Subpart 1 State Grants**

**Page B-1**

**Section 4115(a) Principles of Effectiveness**

**Page B-9**



## **TITLE IV--21ST CENTURY SCHOOLS**

### ***PART A — SAFE AND DRUG-FREE SCHOOLS AND COMMUNITIES***

#### **SEC. 4001. SHORT TITLE.**

This part may be cited as the 'Safe and Drug-Free Schools and Communities Act'.

#### **SEC. 4002. PURPOSE.**

The purpose of this part is to support programs that prevent violence in and around schools; that prevent the illegal use of alcohol, tobacco, and drugs; that involve parents and communities; and that are coordinated with related Federal, State, school, and community efforts and resources to foster a safe and drug-free learning environment that supports student academic achievement, through the provision of Federal assistance to —

- (1) States for grants to local educational agencies and consortia of such agencies to establish, operate, and improve local programs of school drug and violence prevention and early intervention;
- (2) States for grants to, and contracts with, community-based organizations and public and private entities for programs of drug and violence prevention and early intervention, including community-wide drug and violence prevention planning and organizing activities;
- (3) States for development, training, technical assistance, and coordination activities; and
- (4) public and private entities to provide technical assistance; conduct training, demonstrations, and evaluation; and to provide supplementary services and community-wide drug and violence prevention planning and organizing activities for the prevention of drug use and violence among students and youth.

#### **SEC. 4003. AUTHORIZATION OF APPROPRIATIONS.**

There are authorized to be appropriated —

- (1) \$650,000,000 for fiscal year 2002, and such sums as may be necessary for each of the 5 succeeding fiscal years, for State grants under subpart 1; and
- (2) such sums for fiscal year 2002, and for each of the 5 succeeding fiscal years, for national programs under subpart 2.

### **Subpart 1 — State Grants**

#### **SEC. 4111. RESERVATIONS AND ALLOTMENTS.**

##### **(a) RESERVATIONS-**

- (1) IN GENERAL- From the amount made available under section 4003(1) to carry out this subpart for each fiscal year, the Secretary —

(A) shall reserve 1 percent or \$4,750,000 (whichever is greater) of such amount for grants to Guam, American Samoa, the United States Virgin Islands, and the Commonwealth of the Northern Mariana Islands, to be allotted in accordance with the Secretary's determination of their respective needs and to carry out programs described in this subpart;

(B) shall reserve 1 percent or \$4,750,000 (whichever is greater) of such amount for the Secretary of the Interior to carry out programs described in this subpart for Indian youth; and

(C) shall reserve 0.2 percent of such amount for Native Hawaiians to be used under section 4117 to carry out programs described in this subpart.

- (2) OTHER RESERVATIONS- From the amount made available under section 4003(2) to carry out subpart 2 for each fiscal year, the Secretary —

(A) may reserve not more than \$2,000,000 for the national impact evaluation required by

section 4122(a);

(B) notwithstanding section 3 of the No Child Left Behind Act of 2001, shall reserve an amount necessary to make continuation grants to grantees under the Safe Schools/Healthy Students initiative (under the same terms and conditions as provided for in the grants involved).

(b) STATE ALLOTMENTS-

(1) IN GENERAL- Except as provided in paragraph (2), the Secretary shall, for each fiscal year, allot among the States —

(A) one-half of the remainder not reserved under subsection (a) according to the ratio between the school-aged population of each State and the school-aged population of all the States; and

(B) one-half of such remainder according to the ratio between the amount each State received under section 1124A for the preceding year and the sum of such amounts received by all the States.

(2) MINIMUM- For any fiscal year, no State shall be allotted under this subsection an amount that is less than the greater of —

(A) one-half of 1 percent of the total amount allotted to all the States under this subsection; or

(B) the amount such State received for fiscal year 2001 under section 4111 as such section was in effect the day preceding the date of enactment of the No Child Left Behind Act of 2001.

(3) REALLOTMENT-

(A) REALLOTMENT FOR FAILURE TO APPLY- If any State does not apply for an allotment under this subpart for a fiscal year, the Secretary shall reallocate the amount of the State's allotment to the remaining States in accordance with this section.

(B) REALLOTMENT OF UNUSED FUNDS- The Secretary may reallocate any amount of any allotment to a State if the Secretary determines that the State will be unable to use such amount within 2 years of such allotment. Such reallocations shall be made on the same basis as allotments are made under paragraph (1).

(4) DEFINITION- In this section the term 'State' means each of the 50 States, the District of Columbia, and the Commonwealth of Puerto Rico.

(c) LIMITATION- Amounts appropriated under section 4003(2) for a fiscal year may not be increased above the amounts appropriated under such section for the previous fiscal year unless the amounts appropriated under section 4003(1) for the fiscal year involved are at least 10 percent greater than the amounts appropriated under such section 4003(1) for the previous fiscal year.

**SEC. 4112. RESERVATION OF STATE FUNDS FOR SAFE AND DRUG-FREE SCHOOLS.**

(a) STATE RESERVATION FOR THE CHIEF EXECUTIVE OFFICER OF A STATE-

(1) IN GENERAL- The chief executive officer of a State may reserve not more than 20 percent of the total amount allocated to a State under section 4111(b) for each fiscal year to award competitive grants and contracts to local educational agencies, community-based organizations (including community anti-drug coalitions) other public entities and private organizations, and consortia thereof. Such grants and contracts shall be used to carry out the comprehensive State plan described in section 4113(a) through programs or activities that complement and support activities of local educational agencies described in section 4115(b). Such officer shall award grants based on —

(A) the quality of the program or activity proposed; and

(B) how the program or activity meets the principles of effectiveness described in section 4115(a).

(2) PRIORITY- In making such grants and contracts under this section, a chief executive officer shall give priority to programs and activities that prevent illegal drug use and violence for —

(A) children and youth who are not normally served by State educational agencies or local

- educational agencies; or
- (B) populations that need special services or additional resources (such as youth in juvenile detention facilities, runaway or homeless children and youth, pregnant and parenting teenagers, and school dropouts).
- (3) SPECIAL CONSIDERATION- In awarding funds under paragraph (1), a chief executive officer shall give special consideration to grantees that pursue a comprehensive approach to drug and violence prevention that includes providing and incorporating mental health services related to drug and violence prevention in their program.
- (4) PEER REVIEW- Grants or contracts awarded under this section shall be subject to a peer review process.
- (5) USE OF FUNDS- Grants and contracts under this section shall be used to implement drug and violence prevention activities, including —
- (A) activities that complement and support local educational agency activities under section 4115, including developing and implementing activities to prevent and reduce violence associated with prejudice and intolerance;
- (B) dissemination of information about drug and violence prevention; and
- (C) development and implementation of community-wide drug and violence prevention planning and organizing.
- (6) ADMINISTRATIVE COSTS- The chief executive officer of a State may use not more than 3 percent of the amount described in paragraph (1) for the administrative costs incurred in carrying out the duties of such officer under this section.
- (b) IN STATE DISTRIBUTION-
- (1) IN GENERAL- A State educational agency shall distribute not less than 93 percent of the amount made available to the State under section 4111(b), less the amount reserved under subsection (a) of this section, to its local educational agencies.
- (2) STATE ADMINISTRATION COSTS-
- (A) IN GENERAL- A State educational agency may use not more than 3 percent of the amount made available to the State under section 4111(b) for each fiscal year less the amount reserved under subsection (a) of this section, for State educational agency administrative costs, including the implementation of the uniform management information and reporting system as provided for under subsection (c)(3).
- (B) ADDITIONAL AMOUNTS FOR THE UNIFORM MANAGEMENT INFORMATION SYSTEM- In the case of fiscal year 2002, a State educational agency may, in addition to amounts provided for in subparagraph (A), use 1 percent of the amount made available to the State educational agency under section 4111(b) for each fiscal year less the amount reserved under subsection (a) of this section, for implementation of the uniform management information and reporting system as provided for under subsection (c)(3).
- (c) STATE ACTIVITIES-
- (1) IN GENERAL- A State educational agency may use not more than 5 percent of the amount made available to the State under section 4111(b) for each fiscal year less the amount reserved under subsection (a) of this section, for activities described in this subsection.
- (2) ACTIVITIES- A State educational agency shall use the amounts described in paragraph (1), either directly, or through grants and contracts, to plan, develop, and implement capacity building, technical assistance and training, evaluation, program improvement services, and coordination activities for local educational agencies, community-based organizations, and other public and private entities. Such uses —
- (A) shall meet the principles of effectiveness described in section 4115(a);
- (B) shall complement and support local uses of funds under section 4115(b);
- (C) shall be in accordance with the purposes of this part; and
- (D) may include, among others activities —
- (i) identification, development, evaluation, and dissemination of drug and violence prevention strategies, programs, activities, and other information;
- (ii) training, technical assistance, and demonstration projects to address violence that is

associated with prejudice and intolerance; and

(iii) financial assistance to enhance drug and violence prevention resources available in areas that serve large numbers of low-income children, are sparsely populated, or have other special needs.

(3) UNIFORM MANAGEMENT INFORMATION AND REPORTING SYSTEM-

(A) INFORMATION AND STATISTICS- A State shall establish a uniform management information and reporting system.

(B) USES OF FUNDS- A State may use funds described in subparagraphs (A) and (B) of subsection (b)(2), either directly or through grants and contracts, to implement the uniform management information and reporting system described in subparagraph (A), for the collection of information on —

(i) truancy rates;

(ii) the frequency, seriousness, and incidence of violence and drug-related offenses resulting in suspensions and expulsions in elementary schools and secondary schools in the State;

(iii) the types of curricula, programs, and services provided by the chief executive officer, the State educational agency, local educational agencies, and other recipients of funds under this subpart; and

(iv) the incidence and prevalence, age of onset, perception of health risk, and perception of social disapproval of drug use and violence by youth in schools and communities.

(C) COMPILATION OF STATISTICS- In compiling the statistics required for the uniform management information and reporting system, the offenses described in subparagraph (B)(ii) shall be defined pursuant to the State's criminal code, but shall not identify victims of crimes or persons accused of crimes. The collected data shall include incident reports by school officials, anonymous student surveys, and anonymous teacher surveys.

(D) REPORTING- The information described under subparagraph (B) shall be reported to the public and the data referenced in clauses (i) and (ii) of such subparagraph shall be reported to the State on a school-by-school basis.

(E) LIMITATION- Nothing in this subsection shall be construed to authorize the Secretary to require particular policies, procedures, or practices with respect to crimes committed on school property or school security.

#### **SEC. 4113. STATE APPLICATION.**

(a) IN GENERAL- In order to receive an allotment under section 4111(b) for any fiscal year, a State shall submit to the Secretary, at such time as the Secretary may require, an application that —

(1) contains a comprehensive plan for the use of funds by the State educational agency and the chief executive officer of the State to provide safe, orderly, and drug-free schools and communities through programs and activities that complement and support activities of local educational agencies under section 4115(b), that comply with the principles of effectiveness under section 4115(a), and that otherwise are in accordance with the purpose of this part;

(2) describes how activities funded under this subpart will foster a safe and drug-free learning environment that supports academic achievement;

(3) provides an assurance that the application was developed in consultation and coordination with appropriate State officials and others, including the chief executive officer, the chief State school officer, the head of the State alcohol and drug abuse agency, the heads of the State health and mental health agencies, the head of the State criminal justice planning agency, the head of the State child welfare agency, the head of the State board of education, or their designees, and representatives of parents, students, and community-based organizations;

(4) describes how the State educational agency will coordinate such agency's activities under this subpart with the chief executive officer's drug and violence prevention programs under this subpart and with the prevention efforts of other State agencies and other programs, as appropriate, in accordance with the provisions in section 9306;

- (5) provides an assurance that funds reserved under section 4112(a) will not duplicate the efforts of the State educational agency and local educational agencies with regard to the provision of school-based drug and violence prevention activities and that those funds will be used to serve populations not normally served by the State educational agencies and local educational agencies and populations that need special services, such as school dropouts, suspended and expelled students, youth in detention centers, runaway or homeless children and youth, and pregnant and parenting youth;
- (6) provides an assurance that the State will cooperate with, and assist, the Secretary in conducting data collection as required by section 4122;
- (7) provides an assurance that the local educational agencies in the State will comply with the provisions of section 9501 pertaining to the participation of private school children and teachers in the programs and activities under this subpart;
- (8) provides an assurance that funds under this subpart will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of funds under this subpart, be made available for programs and activities authorized under this subpart, and in no case supplant such State, local, and other non-Federal funds;
- (9) contains the results of a needs assessment conducted by the State for drug and violence prevention programs, which shall be based on ongoing State evaluation activities, including data on —
- (A) the incidence and prevalence of illegal drug use and violence among youth in schools and communities, including the age of onset, the perception of health risks, and the perception of social disapproval among such youth;
  - (B) the prevalence of risk factors, including high or increasing rates of reported cases of child abuse or domestic violence;
  - (C) the prevalence of protective factors, buffers, or assets; and
  - (D) other variables in the school and community identified through scientifically based research;
- (10) provides a statement of the State's performance measures for drug and violence prevention programs and activities to be funded under this subpart that will be focused on student behavior and attitudes, derived from the needs assessment described in paragraph (9), and be developed in consultation between the State and local officials, and that consist of —
- (A) performance indicators for drug and violence prevention programs and activities; and
  - (B) levels of performance for each performance indicator;
- (11) describes the procedures the State will use for assessing and publicly reporting progress toward meeting the performance measures described in paragraph (10);
- (12) provides an assurance that the State application will be available for public review after submission of the application;
- (13) describes the special outreach activities that will be carried out by the State educational agency and the chief executive officer of the State to maximize the participation of community-based organizations of demonstrated effectiveness that provide services such as mentoring programs in low-income communities;
- (14) describes how funds will be used by the State educational agency and the chief executive officer of the State to support, develop, and implement community-wide comprehensive drug and violence prevention planning and organizing activities;
- (15) describes how input from parents will be sought regarding the use of funds by the State educational agency and the chief executive officer of the State;
- (16) describes how the State educational agency will review applications from local educational agencies, including how the agency will receive input from parents in such review;
- (17) describes how the State educational agency will monitor the implementation of activities under this subpart, and provide technical assistance for local educational agencies, community-based organizations, other public entities, and private organizations;
- (18) describes how the chief executive officer of the State will award funds under section

- 4112(a) and implement a plan for monitoring the performance of, and providing technical assistance to, recipients of such funds; and
- (19) includes any other information the Secretary may require.
- (b) INTERIM APPLICATION-
- (1) AUTHORITY- Notwithstanding any other provision of this section, a State may submit for fiscal year 2002 a 1-year interim application and plan for the use of funds under this subpart that is consistent with the requirements of this section and contains such information as the Secretary may specify in regulations.
- (2) PURPOSE- The purpose of such interim application and plan shall be to afford the State the opportunity to fully develop and review such State's application and comprehensive plan otherwise required by this section.
- (3) EXCEPTION- A State may not receive a grant under this subpart for a fiscal year after fiscal year 2002 unless the Secretary has approved such State's application and comprehensive plan as described in subsection (a).
- (c) APPROVAL PROCESS-
- (1) DEEMED APPROVAL- An application submitted by a State pursuant to this section shall undergo peer review by the Secretary and shall be deemed to be approved by the Secretary unless the Secretary makes a written determination, prior to the expiration of the 120-day period beginning on the date on which the Secretary received the application, that the application is not in compliance with this subpart.
- (2) DISAPPROVAL- The Secretary shall not finally disapprove the application, except after giving the State educational agency and the chief executive officer of the State notice and an opportunity for a hearing.
- (3) NOTIFICATION- If the Secretary finds that the application is not in compliance, in whole or in part, with this subpart, the Secretary shall —
- (A) give the State educational agency and the chief executive officer of the State notice and an opportunity for a hearing; and
- (B) notify the State educational agency and the chief executive officer of the State of the finding of noncompliance, and in such notification, shall —
- (i) cite the specific provisions in the application that are not in compliance; and
- (ii) request additional information, only as to the noncompliant provisions, needed to make the application compliant.
- (4) RESPONSE- If the State educational agency and the chief executive officer of the State respond to the Secretary's notification described in paragraph (3)(B) during the 45-day period beginning on the date on which the agency received the notification, and resubmit the application with the requested information described in paragraph (3)(B)(ii), the Secretary shall approve or disapprove such application prior to the later of —
- (A) the expiration of the 45-day period beginning on the date on which the application is resubmitted; or
- (B) the expiration of the 120-day period described in paragraph (1).
- (5) FAILURE TO RESPOND- If the State educational agency and the chief executive officer of the State do not respond to the Secretary's notification described in paragraph (3)(B) during the 45-day period beginning on the date on which the agency received the notification, such application shall be deemed to be disapproved.

#### **SEC. 4114. LOCAL EDUCATIONAL AGENCY PROGRAM.**

- (a) IN GENERAL-
- (1) FUNDS TO LOCAL EDUCATIONAL AGENCIES- A State shall provide the amount made available to the State under this subpart, less the amounts reserved under section 4112 to local educational agencies for drug and violence prevention and education programs and activities as follows:
- (A) 60 percent of such amount based on the relative amount such agencies received under part A of title I for the preceding fiscal year.

- (B) 40 percent of such amount based on the relative enrollments in public and private nonprofit elementary schools and secondary schools within the boundaries of such agencies.
- (2) ADMINISTRATIVE COSTS- Of the amount received under paragraph (1), a local educational agency may use not more than 2 percent for the administrative costs of carrying out its responsibilities under this subpart.
- (3) RETURN OF FUNDS TO STATE; REALLOCATION-
- (A) RETURN- Except as provided in subparagraph (B), upon the expiration of the 1-year period beginning on the date on which a local educational agency receives its allocation under this subpart —
- (i) such agency shall return to the State educational agency any funds from such allocation that remain unobligated; and
- (ii) the State educational agency shall reallocate any such amount to local educational agencies that have submitted plans for using such amount for programs or activities on a timely basis.
- (B) CARRYOVER- In any fiscal year, a local educational agency, may retain for obligation in the succeeding fiscal year--
- (i) an amount equal to not more than 25 percent of the allocation it received under this subpart for such fiscal year; or
- (ii) upon a demonstration of good cause by such agency and approval by the State educational agency, an amount that exceeds 25 percent of such allocation.
- (C) REALLOCATION- If a local educational agency chooses not to apply to receive the amount allocated to such agency under this subsection, or if such agency's application under subsection (d) is disapproved by the State educational agency, the State educational agency shall reallocate such amount to one or more of its other local educational agencies.
- (b) ELIGIBILITY- To be eligible to receive a subgrant under this subpart, a local educational agency desiring a subgrant shall submit an application to the State educational agency in accordance with subsection (d). Such an application shall be amended, as necessary, to reflect changes in the activities and programs of the local educational agency.
- (c) DEVELOPMENT-
- (1) CONSULTATION-
- (A) IN GENERAL- A local educational agency shall develop its application through timely and meaningful consultation with State and local government representatives, representatives of schools to be served (including private schools), teachers and other staff, parents, students, community-based organizations, and others with relevant and demonstrated expertise in drug and violence prevention activities (such as medical, mental health, and law enforcement professionals).
- (B) CONTINUED CONSULTATION- On an ongoing basis, the local educational agency shall consult with such representatives and organizations in order to seek advice regarding how best to coordinate such agency's activities under this subpart with other related strategies, programs, and activities being conducted in the community.
- (2) DESIGN AND DEVELOPMENT- To ensure timely and meaningful consultation under paragraph (1), a local educational agency at the initial stages of design and development of a program or activity shall consult, in accordance with this subsection, with appropriate entities and persons on issues regarding the design and development of the program or activity, including efforts to meet the principles of effectiveness described in section 4115(a).
- (d) CONTENTS OF APPLICATIONS- An application submitted by a local educational agency under this section shall contain--
- (1) an assurance that the activities or programs to be funded comply with the principles of effectiveness described in section 4115(a) and foster a safe and drug-free learning environment that supports academic achievement;
- (2) a detailed explanation of the local educational agency's comprehensive plan for drug and violence prevention, including a description of--
- (A) how the plan will be coordinated with programs under this Act, and other Federal, State, and local programs for drug and violence prevention, in accordance with section 9306;

- (B) the local educational agency's performance measures for drug and violence prevention programs and activities, that shall consist of--
- (i) performance indicators for drug and violence prevention programs and activities; including--
    - (I) specific reductions in the prevalence of identified risk factors; and
    - (II) specific increases in the prevalence of protective factors, buffers, or assets if any have been identified; and
  - (ii) levels of performance for each performance indicator;
  - (C) how such agency will assess and publicly report progress toward attaining its performance measures;
  - (D) the drug and violence prevention activity or program to be funded, including how the activity or program will meet the principles of effectiveness described in section 4115(a), and the means of evaluating such activity or program; and
  - (E) how the services will be targeted to schools and students with the greatest need;
- (3) a description for how the results of the evaluations of the effectiveness of the program will be used to refine, improve, and strengthen the program;
- (4) an assurance that funds under this subpart will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of funds under this subpart, be made available for programs and activities authorized under this subpart, and in no case supplant such State, local, and other non-Federal funds;
- (5) a description of the mechanisms used to provide effective notice to the community of an intention to submit an application under this subpart;
- (6) an assurance that drug and violence prevention programs supported under this subpart convey a clear and consistent message that acts of violence and the illegal use of drugs are wrong and harmful;
- (7) an assurance that the applicant has, or the schools to be served have, a plan for keeping schools safe and drug-free that includes--
- (A) appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons, and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;
  - (B) security procedures at school and while students are on the way to and from school;
  - (C) prevention activities that are designed to create and maintain safe, disciplined, and drug-free environments;
  - (D) a crisis management plan for responding to violent or traumatic incidents on school grounds; and
  - (E) a code of conduct policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that--
    - (i) allows a teacher to communicate effectively with all students in the class;
    - (ii) allows all students in the class to learn;
    - (iii) has consequences that are fair, and developmentally appropriate;
    - (iv) considers the student and the circumstances of the situation; and
    - (v) is enforced accordingly;
- (8) an assurance that the application and any waiver request under section 4115(a)(3) will be available for public review after submission of the application; and
- (9) such other assurances, goals, and objectives identified through scientifically based research that the State may reasonably require in accordance with the purpose of this part.
- (e) REVIEW OF APPLICATION--
- (1) IN GENERAL- In reviewing local applications under this section, a State educational agency shall use a peer review process or other methods of assuring the quality of such applications.
  - (2) CONSIDERATIONS- In determining whether to approve the application of a local educational agency under this section, a State educational agency shall consider the quality of application and the extent to which the application meets the principles of effectiveness described in section 4115(a).



(f) APPROVAL PROCESS-

(1) DEEMED APPROVAL- An application submitted by a local educational agency pursuant to this section shall be deemed to be approved by the State educational agency unless the State educational agency makes a written determination, prior to the expiration of the 120-day period beginning on the date on which the State educational agency received the application, that the application is not in compliance with this subpart.

(2) DISAPPROVAL- The State educational agency shall not finally disapprove the application, except after giving the local educational agency notice and opportunity for a hearing.

(3) NOTIFICATION- If the State educational agency finds that the application is not in compliance, in whole or in part, with this subpart, the State educational agency shall--

(A) give the local educational agency notice and an opportunity for a hearing; and

(B) notify the local educational agency of the finding of noncompliance, and in such notification, shall--

(i) cite the specific provisions in the application that are not in compliance; and

(ii) request additional information, only as to the noncompliant provisions, needed to make the application compliant.

(4) RESPONSE- If the local educational agency responds to the State educational agency's notification described in paragraph (3)(B) during the 45-day period beginning on the date on which the agency received the notification, and resubmits the application with the requested information described in paragraph (3)(B)(ii), the State educational agency shall approve or disapprove such application prior to the later of--

(A) the expiration of the 45-day period beginning on the date on which the application is resubmitted; or

(B) the expiration of the 120-day period described in paragraph (1).

(5) FAILURE TO RESPOND- If the local educational agency does not respond to the State educational agency's notification described in paragraph (3)(B) during the 45-day period beginning on the date on which the agency received the notification, such application shall be deemed to be disapproved.

**SEC. 4115. AUTHORIZED ACTIVITIES.**

(a) PRINCIPLES OF EFFECTIVENESS-

(1) IN GENERAL- For a program or activity developed pursuant to this subpart to meet the principles of effectiveness, such program or activity shall --

(A) be based on an assessment of objective data regarding the incidence of violence and illegal drug use in the elementary schools and secondary schools and communities to be served, including an objective analysis of the current conditions and consequences regarding violence and illegal drug use, including delinquency and serious discipline problems, among students who attend such schools (including private school students who participate in the drug and violence prevention program) that is based on ongoing local assessment or evaluation activities;

(B) be based on an established set of performance measures aimed at ensuring that the elementary schools and secondary schools and communities to be served by the program have a safe, orderly, and drug-free learning environment;

(C) be based on scientifically based research that provides evidence that the program to be used will reduce violence and illegal drug use;

(D) be based on an analysis of the data reasonably available at the time, of the prevalence of risk factors, including high or increasing rates of reported cases of child abuse and domestic violence; protective factors, buffers, assets; or other variables in schools and communities in the State identified through scientifically based research; and

(E) include meaningful and ongoing consultation with and input from parents in the development of the application and administration of the program or activity.

(2) PERIODIC EVALUATION-

- (A) REQUIREMENT- The program or activity shall undergo a periodic evaluation to assess its progress toward reducing violence and illegal drug use in schools to be served based on performance measures described in section 4114(d)(2)(B).
- (B) USE OF RESULTS- The results shall be used to refine, improve, and strengthen the program, and to refine the performance measures, and shall also be made available to the public upon request, with public notice of such availability provided.
- (3) WAIVER- A local educational agency may apply to the State for a waiver of the requirement of subsection (a)(1)(C) to allow innovative activities or programs that demonstrate substantial likelihood of success.
- (b) LOCAL EDUCATIONAL AGENCY ACTIVITIES-
  - (1) PROGRAM REQUIREMENTS- A local educational agency shall use funds made available under section 4114 to develop, implement, and evaluate comprehensive programs and activities, which are coordinated with other school and community-based services and programs, that shall —
    - (A) foster a safe and drug-free learning environment that supports academic achievement;
    - (B) be consistent with the principles of effectiveness described in subsection (a)(1);
    - (C) be designed to —
      - (i) prevent or reduce violence; the use, possession and distribution of illegal drugs; and delinquency; and
      - (ii) create a well disciplined environment conducive to learning, which includes consultation between teachers, principals, and other school personnel to identify early warning signs of drug use and violence and to provide behavioral interventions as part of classroom management efforts; and
    - (D) include activities to —
      - (i) promote the involvement of parents in the activity or program;
      - (ii) promote coordination with community groups and coalitions, and government agencies; and
      - (iii) distribute information about the local educational agency's needs, goals, and programs under this subpart.
  - (2) AUTHORIZED ACTIVITIES- Each local educational agency, or consortium of such agencies, that receives a subgrant under this subpart may use such funds to carry out activities that comply with the principles of effectiveness described in subsection (a), such as the following:
    - (A) Age appropriate and developmentally based activities that —
      - (i) address the consequences of violence and the illegal use of drugs, as appropriate;
      - (ii) promote a sense of individual responsibility;
      - (iii) teach students that most people do not illegally use drugs;
      - (iv) teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
      - (v) teach students about the dangers of emerging drugs;
      - (vi) engage students in the learning process; and
      - (vii) incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
    - (B) Activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.
    - (C) Dissemination of drug and violence prevention information to schools and the community.
    - (D) Professional development and training for, and involvement of, school personnel, pupil services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.
    - (E) Drug and violence prevention activities that may include the following:
      - (i) Community-wide planning and organizing activities to reduce violence and illegal drug

use, which may include gang activity prevention.

(ii) Acquiring and installing metal detectors, electronic locks, surveillance cameras, or other related equipment and technologies.

(iii) Reporting criminal offenses committed on school property.

(iv) Developing and implementing comprehensive school security plans or obtaining technical assistance concerning such plans, which may include obtaining a security assessment or assistance from the School Security and Technology Resource Center at the Sandia National Laboratory located in Albuquerque, New Mexico.

(v) Supporting safe zones of passage activities that ensure that students travel safely to and from school, which may include bicycle and pedestrian safety programs.

(vi) The hiring and mandatory training, based on scientific research, of school security personnel (including school resource officers) who interact with students in support of youth drug and violence prevention activities under this part that are implemented in the school.

(vii) Expanded and improved school-based mental health services related to illegal drug use and violence, including early identification of violence and illegal drug use, assessment, and direct or group counseling services provided to students, parents, families, and school personnel by qualified school-based mental health service providers.

(viii) Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.

(ix) Alternative education programs or services for violent or drug abusing students that reduce the need for suspension or expulsion or that serve students who have been suspended or expelled from the regular educational settings, including programs or services to assist students to make continued progress toward meeting the State academic achievement standards and to reenter the regular education setting.

(x) Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.

(xi) Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

(xii) Drug and violence prevention activities designed to reduce truancy.

(xiii) Age-appropriate, developmentally-based violence prevention and education programs that address victimization associated with prejudice and intolerance, and that include activities designed to help students develop a sense of individual responsibility and respect for the rights of others, and to resolve conflicts without violence.

(xiv) Consistent with the fourth amendment to the Constitution of the United States, the testing of a student for illegal drug use or the inspecting of a student's locker for weapons or illegal drugs or drug paraphernalia, including at the request of or with the consent of a parent or legal guardian of the student, if the local educational agency elects to so test or inspect.

(xv) Emergency intervention services following traumatic crisis events, such as a shooting, major accident, or a drug-related incident that have disrupted the learning environment.

(xvi) Establishing or implementing a system for transferring suspension and expulsion records, consistent with section 444 of the General Education Provisions Act (20 U.S.C. 1232g), by a local educational agency to any public or private elementary school or secondary school.

(xvii) Developing and implementing character education programs, as a component of drug and violence prevention programs, that take into account the views of parents of the students for whom the program is intended and such students, such as a program described in subpart 3 of part D of title V.

(xviii) Establishing and maintaining a school safety hotline.

(xix) Community service, including community service performed by expelled students, and service-learning projects.

- (xx) Conducting a nationwide background check of each local educational agency employee, regardless of when hired, and prospective employees for the purpose of determining whether the employee or prospective employee has been convicted of a crime that bears upon the employee's fitness —
  - (I) to be responsible for the safety or well-being of children;
  - (II) to serve in the particular capacity in which the employee or prospective employee is or will be employed; or
  - (III) to otherwise be employed by the local educational agency.
- (xxi) Programs to train school personnel to identify warning signs of youth suicide and to create an action plan to help youth at risk of suicide.
- (xxii) Programs that respond to the needs of students who are faced with domestic violence or child abuse.
- (F) The evaluation of any of the activities authorized under this subsection and the collection of objective data used to assess program needs, program implementation, or program success in achieving program goals and objectives.
- (c) LIMITATION-
  - (1) IN GENERAL- Except as provided in paragraph (2), not more than 40 percent of the funds available to a local educational agency under this subpart may be used to carry out the activities described in clauses (ii) through (vi) of subsection (b)(2)(E), of which not more than 50 percent of such amount may be used to carry out the activities described in clauses (ii) through (v) of such subsection.
  - (2) EXCEPTION- A local educational agency may use funds under this subpart for activities described in clauses (ii) through (v) of subsection (b)(2)(E) only if funding for these activities is not received from other Federal agencies.
- (d) RULE OF CONSTRUCTION- Nothing in this section shall be construed to prohibit the use of funds under this subpart by any local educational agency or school for the establishment or implementation of a school uniform policy if such policy is part of the overall comprehensive drug and violence prevention plan of the State involved and is supported by the State's needs assessment and other scientifically based research information.

#### **SEC. 4116. REPORTING.**

- (a) STATE REPORT-
  - (1) IN GENERAL- By December 1, 2003, and every 2 years thereafter, the chief executive officer of the State, in cooperation with the State educational agency, shall submit to the Secretary a report —
    - (A) on the implementation and outcomes of State programs under section 4112(a)(1) and section 4112(c) and local educational agency programs under section 4115(b), as well as an assessment of their effectiveness;
    - (B) on the State's progress toward attaining its performance measures for drug and violence prevention under section 4113(a)(10); and
    - (C) on the State's efforts to inform parents of, and include parents in, violence and drug prevention efforts.
  - (2) SPECIAL RULE- The report required by this subsection shall be —
    - (A) in the form specified by the Secretary;
    - (B) based on the State's ongoing evaluation activities, and shall include data on the incidence and prevalence, age of onset, perception of health risk, and perception of social disapproval of drug use and violence by youth in schools and communities; and
    - (C) made readily available to the public.
- (b) LOCAL EDUCATIONAL AGENCY REPORT-
  - (1) IN GENERAL- Each local educational agency receiving funds under this subpart shall submit to the State educational agency such information that the State requires to complete the State report required by subsection (a), including a description of how parents were informed of, and participated in, violence and drug prevention efforts.

(2) AVAILABILITY- Information under paragraph (1) shall be made readily available to the public.

(3) PROVISION OF DOCUMENTATION- Not later than January 1 of each year that a State is required to report under subsection (a), the Secretary shall provide to the State educational agency all of the necessary documentation required for compliance with this section.

#### **SEC. 4117. PROGRAMS FOR NATIVE HAWAIIANS.**

(a) GENERAL AUTHORITY- From the funds made available pursuant to section 4111(a)(1)(C) to carry out this section, the Secretary shall make grants to or enter into cooperative agreements or contracts with organizations primarily serving and representing Native Hawaiians for the benefit of Native Hawaiians to plan, conduct, and administer programs, or portions thereof, that are authorized by and consistent with the provisions of this subpart.

(b) DEFINITION OF NATIVE HAWAIIAN- For the purposes of this section, the term Native Hawaiian' means any individual any of whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.



## **Appendix C**

### **Collaborative Needs Assessment**

# **2003-2005 Biennium Forms**

## **2003-2005 Biennium Forms**

**(Required) Form 1:  
Collaborative Needs Assessment  
2003-2005 Biennium Update Report**

**Page \_\_\_\_\_ of \_\_\_\_\_**

**County: \_\_\_\_\_**

- 1. What risk factors and protective factors (see attached list) did you prioritize for prevention programming for the 2001-2003 biennium?**
  
  
  
  
  
  
  
  
  
  
- 2. What risk factors and protective factors (see attached list) did you prioritize for prevention programming for the 2003-2005 biennium?**
  
  
  
  
  
  
  
  
  
  
- 3. In regard to your prioritization for the 2003-2005 biennium:, please address each of the following:**
  - Discuss why you changed priorities OR did not change priorities**
  - Discuss the role that data played in shaping the priorities**
  - Identify challenges and opportunities created by the assessment**



## 2003-2005 Biennium Forms

### (Required \*) Form 2A: Additional Data Sources Used for 2003-2005

**COUNTY:** \_\_\_\_\_

<b>Data Source</b> (Identify the report or publication or source of the information)	<b>Year of Data Source</b> (when published)	<b>Current Data?</b> (3 years old or less)	<b>Replicable?</b> (Is the same data reliably collected in future years?)	<b>Verifiable?</b> (Could two different people collect the same data and come up with the same results?)	<b>What information did you use from this data source in your assessment effort?</b>
<b>Example:</b> PRIDE Alcohol/Drug Survey	2000	Yes	Yes	Yes	Our school district did not participate in the Healthy Youth Survey, so this is how we showed prevalence of use among our students.

\* Required if you used data sources other than those provided by DASA

# 2003-2005 Biennium Forms

## (Optional) Form 2B: Additional Data Sources Used for 2001-2003

**COUNTY:** \_\_\_\_\_

<b>Data Source</b> (Identify the report or publication or source of the information)	<b>Year of Data Source</b> (when published)	<b>Current Data?</b> (3 years old or less)	<b>Replicable?</b> (Is the same data reliably collected in future years?)	<b>Verifiable?</b> (Could two different people collect the same data and come up with the same results?)	<b>What information did you use from this data source in your assessment effort?</b>
<b>Example:</b> PRIDE Alcohol/Drug Survey	1998	Yes	Yes	Yes	Our school district did not participate in the WSSAHB, so this is how we showed prevalence among our students.

\* Required if you used data sources other than those provided by DASA

# **2003-2005 Biennium Forms**

## **Form 3 – Report on Participation \***

**Please address each of the following:**

- 1) Who convened the first meeting?**
- 2) When was the first meeting?**
- 3) How were people invited to the first meeting?**
- 4) Who attended the first meeting?**
- 5) What happened at the first meeting?**
- 6) How were subsequent meetings scheduled?**
- 7) Who convened the subsequent meetings?**
- 8) How were people invited to subsequent meetings?**
- 9) What efforts were made to retain participation between meetings?**
- 10) Explain how your process addressed each of the following:**
  - Multi-agency involvement**
  - Use of local data sources**
  - Involvement of, and communication with, the public**
  - Assessment of resources/gaps in service**
  - Efforts to retain participation through the process**
  - Development of programming goals and objectives from priorities established through the process**

**\* Required of Community Mobilization**

# **2003-2005 Biennium Forms**

## **Appendix D**

### **Competitive RFQ and Scoring Criteria**

# Appendix D

## To Be Developed

# **Appendix E**

## **CM Application Package**

## **Appendix E**

**Insert biennial CM Application Package Here**

# **Appendix F**

## **CM Application Amendment Forms**





STATE OF WASHINGTON

OFFICE OF COMMUNITY DEVELOPMENT

906 Columbia St. SW • PO Box 48350 • Olympia, Washington 98504-83500 • (360) 725-2800

May 28, 2002

Dear Community Mobilization Contractor:

Enclosed are the forms you will need to amend your budget and statement of work in order for OCD to process your 2002-2003 CM Program contract.

You may recall that in the 2001 legislative session, CM's competitive funding was eliminated. A funding formula for this biennium was created using recommendations from the Community Mobilization Advisory Committee. This formula will be used for the remainder of this biennium and adjusted as necessary to reflect any increases and/or reductions in the federal and state allocations. The CM funding allocations for all counties for the 2002-2003 fiscal year is attached. Please use the figures from this table to complete your CM Program Amendment Forms for 2002-2003 for your state and federal budgets.

In addition, an allocation of \$253,000 has been made from the federal Methamphetamine Initiative Funding to CM Contractors for 2002-2003. Eighteen CM programs have been allocated \$10,000 each from this resource, and twelve other CM programs will receive \$6,083 each. A listing of these allocations is also attached. Instructions for the uses and budgeting of the Meth Initiative funds can be found on Page 3 of the enclosed amendment forms. Do not include these funds on the Budget Detail, Form 2. If you have specific questions concerning the uses of these funds, please contact Alisa O'Hanlon at Safe Streets, (253) 272-6824. If your county has not been selected to receive Meth Initiative Funding, please disregard the request for information concerning the Meth Initiative Funding that begins on Page 3.

**Note:** There will be additional data collected concerning your Meth funding. You will be asked to attach a page to the PAR form you submit concerning your meth activities. The questions you will be asked to answer on the attached page will be:

1. Provide the number of meth labs and dumps found in your county during the reporting period (source: Dept. of Ecology).
2. Provide the number of treatment admissions for methamphetamine reported in your county during the reporting period (source: DASA).
3. Provide the number of felony meth arrests in your county during the reporting period (source: your local law enforcement partners).
4. Provide the number of DCFS cases related to meth in your county, during the reporting period (source: pending).

CM Contractors  
May 28, 2002  
Page 2

Please complete the enclosed forms and return them to your Regional CM Coordinator as soon as possible, but not later than **June 14, 2002**. Once we receive your forms, we will immediately begin processing your 2002-2003 CM Contract.

If you have any questions or need additional information, please contact your CM Regional Coordinator, or you may contact me at (360) 725-3035; e-mail: [susier@cted.wa.gov](mailto:susier@cted.wa.gov).

Marscha Irving	(360) 725-3029; e-mail: <a href="mailto:marschai@cted.wa.gov">marschai@cted.wa.gov</a>
Connie Wiley	(360) 725-3033; e-mail: <a href="mailto:conniew@cted.wa.gov">conniew@cted.wa.gov</a>

Sincerely,

*Susie Roberts*

Susan M. Roberts  
Program Supervisor

SMR:smw

Enclosure:     Program Amendment Form

**PROGRAM AMENDMENT FORM**

July 1, 2002 – June 30, 2003

Please complete the following to expedite the processing of your contract:

**I.** Name: \_\_\_\_\_ Agency: \_\_\_\_\_ County: \_\_\_\_\_

**II.** Type of Change: If projects are changing in any way from the description contained in your 2001-2003 CM Biennial Application, please supply the information below and update the Budget Detail Form attached.

\_\_\_\_\_ Budget Within Categories \_\_\_\_\_ Change Estimated Expenditures  
\_\_\_\_\_ Change in Projects

**III.** Does this change involve administrative funds? \_\_\_\_\_ Explain.

**IV.** Briefly describe the impact upon activities/projects of these proposed budget changes and why the changes are necessary. If changes made in activities/programs affect your work plan as described in Forms 8 and 8A (Substance Abuse and Violence Reduction Strategy-Formula, and Worksheet) of your 2001-2003 CM Funding Application, please submit a brief explanation of the changes and the rationale for those changes. Include a new Form 8A for each new activity or project planned for the 2002-2003 program year.

**V.** Please indicate the total 2002-2003 state funds revised budget below.

	STATE FUNDS				
	Current Admin.	Current Operations	Admin Revision Plus or Minus	Operations Revision Plus or Minus	New Budget Total
Salaries	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Contracted Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Goods and Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Travel	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Training	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Equipment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTALS</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**Form Continues**

**VI.** Please indicate the 2002-2003 total Federal Funds revised budget and the total Match Funds revised budget. (Match is not required for the Methamphetamine Initiative funds.)

	FEDERAL FUNDS			MATCH FUNDS		
	Current Federal Funds	Revision Plus or Minus	New Budget Total	Current Budget	Revision Plus or Minus	New Match Total
Salaries	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Contracted Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Goods and Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Travel	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Training	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Equipment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTALS</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**VII.** ESTIMATED EXPENDITURES (include all funds).

Jul. \$ _____	Sep. \$ _____	Nov. \$ _____	Jan. \$ _____	Mar. \$ _____	May \$ _____
Aug. \$ _____	Oct. \$ _____	Dec. \$ _____	Feb. \$ _____	Apr. \$ _____	Jun. \$ _____

**Please note:** Administrative funds are limited to 10 percent of the total budget and must be state funded.

**VIII. Washington State Methamphetamine Initiative (WSMI) Statement of Work:**

The purpose of the Methamphetamine Initiative funding is to support the creation and activities of local Meth Action Teams within your county. There are two primary focuses:

1. To facilitate the building of a county's capacity; and
2. To move forward a collaborative, multi-disciplinary strategy for reducing the production, use and impacts of meth abuse. It is anticipated that local CM Programs will focus their Meth Initiative funding primarily on either number IX or number X below.

**IX.** Briefly describe your county's need concerning meth production and abuse in your county. Need can be reflected by a review of data from the state Department of Ecology, county treatment admissions data, unemployment data, CPS admissions related to meth, and calls made to a local or the state meth hotline.

**X.** Briefly describe your county's readiness to implement a collaborative, multi-disciplinary strategy for reducing meth impacts in your county. Readiness is assessed by a review of the county's understanding of their problem, the local commitments established, and a past history of proactive meth action within the county. Please attach a listing of county partners who will be included as a part of the Meth Action Team. Teams should include representation from a minimum of: law enforcement, treatment, criminal justice, fire, community mobilization, public health, child protective services, local government, education, and clean-up. Describe your county's past trainings or forums held involving the above-mentioned partners. Also describe your strategy or plan for regular meetings and ongoing activities to address your local meth situation.

**Form Continues**

- XI.** Using the attached workplan format (Form 8A, Substance Abuse and Violence Reduction Strategy), briefly describe your meth strategy's activities/projects for 2002-2003 and the budget costs for each item. The total sum of costs should not exceed \$\_\_\_\_\_.

Technical assistance coordinated through Safe Streets Campaign in Pierce County includes:

1. The "Meth Prevention Cookbook." A manual for meth awareness training.
2. Project SAFE! in Thurston County. A community awareness meth presentation and training.
3. Technical assistance in how to organize networking and training opportunities.

- XII.** Please indicate the total 2002-2003 meth budget below (do not include in Budget Detail).

	Meth Initiative Funds
Contracted Services	\$ _____
Goods and Services	\$ _____
Travel	\$ _____
Training	\$ _____
Equipment	\$ _____
<b>TOTALS</b>	<b>\$ _____</b>

Contractor Certification: I request a contract/amendment from the Office of Community Development according to these revisions, which are true and correct to my best knowledge. With the exception of the above revisions, the Community Mobilization Application for Funding for 2001-2003 as previously approved is still in effect.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return to: Program Coordinator, Community Mobilization  
Local Government Division  
Office of Community Development  
906 Columbia Street Southwest  
Post Office Box 48350  
Olympia, Washington 98504-8350

FISCAL YEAR 2001 (July 1, 2002 - June 30, 2003)  
BUDGET DETAIL

	STATE FUNDING			FEDERAL FUNDING	TOTAL STATE
	<u>Administration</u>	<u>Operations</u>	<u>TOTAL</u>	<u>Total Operations</u>	<u>AND FEDERAL</u>
<b>A. SALARIES</b>					
<u>Position Title:</u>					
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Salaries</b>					
<b>B. BENEFITS</b>					
Staff:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Benefits</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL SALARIES &amp; BENEFITS</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<hr/>					
<b>C. CONTRACTED SERVICES</b>					
List CM Subcontractor(s):					
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL CONTRACTED SERVICES</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**BUDGET DETAIL**

	STATE FUNDING			FEDERAL FUNDING	TOTAL STATE	
	<u>Administration</u>	<u>Operations</u>	<u>TOTAL</u>	<u>Total Operations</u>	<u>AND FEDERAL</u>	<u>MATCH</u>
<b>D. GOODS AND SERVICES</b>						
<b>1. SUPPLIES</b>						
Office	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Supplies</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>2. OCCUPANCY</b>						
Rent	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Telephone	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Maint. & Repair	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Occupancy</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>3. OTHER</b>						
Indirect Costs*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bonding	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Insurance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Payroll/Acct.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Publications	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Memberships	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Printing	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Postage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Other</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL GOODS &amp; SERVICES</b>						
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

\*What is the basis for the indirect cost rate? \_\_\_\_\_

**BUDGET DETAIL**

	STATE FUNDING			FEDERAL FUNDING	TOTAL STATE	
	<u>Administration</u>	<u>Operations</u>	<u>TOTAL</u>	<u>Total Operations</u>	<u>AND FEDERAL</u>	<u>MATCH</u>
<b>E. TRAVEL</b>						
Staff Travel	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>						
<b>TRAVEL</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<hr/> <hr/>						
<b>F. TRAINING</b>						
Staff Training	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Volunteer Training	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>						
<b>TRAINING</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<hr/> <hr/>						
<b>G. EQUIPMENT</b>						
Office	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>						
<b>EQUIPMENT</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<hr/> <hr/>						
<b>GRAND TOTAL</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



WORKSHEET- SUBSTANCE ABUSE AND VIOLENCE REDUCTION STRATEGY

MISSION STATEMENT: \_\_\_\_\_

PROGRAM MODEL AND SERVICES						MEASUREMENT ACTIVITIES		
Goal/ Program Focus	Risk or Protective Factors	Target Groups	Prevention Activities	Near-Term Program Objectives	Long-Term Program Objectives	Measurement Source(s)/ Instruments(s) / Archival Variable(s)	Timing of Baseline Measurements	Timing of Post Service Measurements
In general terms, what is this CM project supposed to accomplish	List, by order of importance, risk/protective factors that the project addresses.	What groups of people does the project serve? Specify by age, geographic location, and key demographic characteristics.	List the specific prevention activities that will be implemented to achieve program objectives.	Specify measurable objectives that are expected to be achieved within one-year of project start. For example, "positive change in adolescent knowledge, attitudes and behaviors regarding drug use."	Specify measurable program objectives that are expected to be achieved only one-year or longer after the program start.	Indicate how the outcome measurement data is being collected.	Indicate date (month & year) of pre-test or baseline measurement.	Indicate date (month & year) of post-test or post services measurement.

**Community Mobilization Program Funding Allocations**  
**FY 2002-2003 Funding**  
**LEEP Funding Added to CM Pass-Through**

<b>CM Contractor</b>	<b>State Formula at 15% HH</b>	<b>Federal Formula at 15% HH</b>	<b>Final 2002-2003 Awards</b>
Adams: Community Counseling Services	\$11,946	\$12,963	\$24,909
Asotin County Prevention	\$12,574	\$13,643	\$26,217
Benton-Franklin Substance Abuse Prevention	\$54,548	\$59,186	\$113,734
Chelan-Douglas TOGETHER!	\$36,143	\$39,216	\$75,359
Clallam County Sheriff's Dept.	\$22,235	\$24,125	\$46,360
Clark County Dept. of Human Services	\$57,351	\$62,228	\$119,579
Columbia County Services	\$10,309	\$11,186	\$21,495
Cowlitz-Wahkiakum Council of Governments	\$32,030	\$34,754	\$66,784
Ferry County Community Services	\$9,560	\$10,373	\$19,933
Garfield County Community Services	\$9,901	\$10,743	\$20,644
Grant County Alcohol & Drug Services	\$22,642	\$24,567	\$47,209
Grays Harbor: Coastal CAA	\$22,296	\$24,192	\$46,488
Island: South Whidbey Youth Center	\$23,387	\$25,375	\$48,762
Jefferson County Community Network	\$13,595	\$14,751	\$28,346
King County Community Organizing	\$251,239	\$272,603	\$523,842
Kitsap County	\$47,770	\$51,832	\$99,602
Kittitas County Substance Abuse Coalition	\$14,436	\$15,663	\$30,099
Klickitat County	\$12,519	\$13,583	\$26,102
Lewis County Health & Human Services	\$22,285	\$24,180	\$46,465
Lincoln County Alcohol/Drug Programs	\$9,548	\$10,360	\$19,908
Mason County: WSU	\$19,562	\$21,226	\$40,788
Okanogan County Drug Prevention	\$18,258	\$19,811	\$38,069
Pacific County Health & Human Services	\$12,864	\$13,957	\$26,821
Pend Oreille County Prevention Programs	\$11,353	\$12,319	\$23,672
Pierce: Safe Streets Campaign	\$108,436	\$117,656	\$226,092
San Juan: Orcas School District	\$11,859	\$12,867	\$24,726
Skagit Prevention Council	\$31,546	\$34,228	\$65,774
Skamania County Sheriff's Office	\$9,549	\$10,361	\$19,910
Snohomish: Lakewood School District	\$91,157	\$98,908	\$190,065
Greater Spokane Substance Abuse Council	\$69,067	\$74,940	\$144,007
Stevens County SAC	\$17,728	\$19,236	\$36,964
Thurston County TOGETHER!	\$44,808	\$48,618	\$93,426
Wahkiakum County Human Services	\$9,576	\$10,390	\$19,966
Walla Walla County Dept. of Human Services	\$20,075	\$21,782	\$41,857
Whatcom County STAR Task Force	\$38,541	\$41,819	\$80,360
Whitman County Community Mobilization	\$18,158	\$19,702	\$37,860
Yakima County Substance Abuse Coalition	\$45,320	\$49,174	\$94,494
Totals:	\$1,274,171	\$1,382,517	\$2,656,688

## **Methamphetamine Initiative Funding**

The following counties have been selected to receive Meth Initiative Funding:

<b><u>County</u></b>	<b><u>Meth Funding Allocated</u></b>
Adams	\$ 6,083
Benton	\$10,000
Chelan	\$10,000
Clallam	\$ 6,083
Clark	\$10,000
Columbia	\$ 6,083
Cowlitz	\$10,000
Ferry	\$10,000
Grant	\$10,000
Grays Harbor	\$10,000
Island	\$ 6,083
Jefferson	\$ 6,083
King	\$10,000
Kitsap	\$10,000
Kittitas	\$ 6,083
Lewis	\$10,000
Mason	\$10,000
Pacific	\$ 6,083
Pend Oreille	\$10,000
Pierce	\$10,000
Skamania	\$ 6,083
Snohomish	\$10,000
Spokane	\$10,000
Stevens	\$10,000
Thurston	\$10,000
Wahkiakum	\$ 6,083
Walla Walla	\$ 6,083
Whitman	\$ 6,083
Whatcom	\$ 6,083
Yakima	<u>\$10,000</u>
Total:	\$253,000

# **Appendix G**

## **CM Contract Specific and General Terms and Conditions**

**STATE OF WASHINGTON  
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT  
OFFICE OF COMMUNITY DEVELOPMENT  
LOCAL GOVERNMENT DIVISION  
CONTRACT SPECIFIC TERMS AND CONDITIONS**

**COMMUNITY MOBILIZATION (CM)**

This AGREEMENT is entered into by, and between, the DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT (hereinafter referred to as the DEPARTMENT), and the CONTRACTOR.

NOW, THEREFORE, in consideration of covenants, performances, and promises contained herein, the parties hereto agree as follows:

**1. FUNDING SOURCE**

The total state funds reflected on line 12 of the CONTRACT Face Sheet have been provided to the Department of Community, Trade and Economic Development by the Washington State Legislature for Community Mobilization (CM) under the Omnibus Controlled Substances and Alcohol Abuse Act of 1989.

The total federal funds reflected on line 12 of the CONTRACT Face Sheet have been provided to the Department by the United States Department of Education from the Safe and Drug-Free Schools and Communities Act of 1994.

**2. SCOPE OF SERVICES**

The CONTRACTOR shall administer funds awarded hereunder, solely for targeted and coordinated strategies to reduce substance abuse and violence under the Safe and Drug-Free Schools and Communities Act of 1994, and the Omnibus Controlled Substances and Alcohol Abuse Act of 1989. Activities shall include, but are not be limited to, the following:

- A. The continuation, development, and implementation of projects of Community Mobilization such as: local broad-based projects for violence prevention, substance abuse prevention, early intervention, rehabilitation referral, law enforcement, and education for all age groups;
- B. The development and implementation of innovative, community-based programs designed to serve youth who are not normally served by state or local educational services, such as: drug and violence information dissemination, developing and implementing new strategies to communicate anti-drug abuse and violence prevention activities, vocational and educational counseling, and job skills training as defined in Section 4114(b) of the Safe and Drug-Free Schools and Communities Act of 1994;
- C. Under this CONTRACT, treatment costs shall not be funded with the federal Safe and Drug-Free Schools and Communities funds. State funds may be used for treatment, provided the

costs associated with treatment relate to a comprehensive prevention, intervention, treatment and aftercare program.

The CONTRACTOR shall only perform the projects defined in the CONTRACTOR'S Community Mobilization 2001-2003 Biennium Formula Application for Funding, as amended and approved by the DEPARTMENT. The CONTRACTOR'S Application is incorporated herein by reference. The CONTRACTOR shall also perform, in accordance with the budget and estimated expenditure plan as stated on the CONTRACT Face Sheet, and with the policies and procedures issued by the DEPARTMENT.

### **3. PERIOD OF OBLIGATION**

The CONTRACT period during which financial assistance may be provided is as indicated on line 5 of the CONTRACT Face Sheet. The effective date of this contract shall be the date the last party signs this CONTRACT.

### **4. ALLOWABLE COSTS**

Allowable costs shall include costs incurred by the CONTRACTOR, from the first date of the contract period until this contract is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the CONTRACT as provided on line 12 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by the DEPARTMENT.

The DEPARTMENT shall pay to the CONTRACTOR all allowable costs incurred from the effective date until this contract is terminated or expires, as evidenced by proper invoice submitted to the DEPARTMENT on a timely basis and approved by the DEPARTMENT, insofar as those allowable costs do not exceed the amount appropriated or otherwise made available for such purposes as stated on the CONTRACT Face Sheet.

### **5. NON-SUPPLANTING**

The CONTRACTOR shall not use funds provided by the DEPARTMENT to supplant local, state, or other federal funds. The CONTRACTOR shall be eligible for reimbursement for services performed for this contract, which are in addition to services performed by the CONTRACTOR prior to the original receipt of grant funds provided through the Community Mobilization Program. The CONTRACTOR shall not use these funds to replace funding which would otherwise be made available to the CONTRACTOR had this funding not been provided.

### **6. PROGRAM MANAGEMENT**

The DEPARTMENT Program Coordinator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The Program Coordinator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

## **7. PROGRAM ADMINISTRATION**

The CONTRACTOR shall notify the DEPARTMENT of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide the DEPARTMENT with the program administrator's name, address, telephone number(s), and any subsequent changes.

## **8. SAFEGUARDING OF CLIENT INFORMATION**

The use or disclosure by any party of any information concerning a client, who is a person receiving CM services, for any purpose not directly connected with the administration of the DEPARTMENT'S or the CONTRACTOR'S responsibilities, with respect to services provided under this CONTRACT, is prohibited except by written consent of the client or his or her legal representative. This provision should not be construed to prohibit disclosure of any public records subject to disclosure under Chapter 42.17 RCW.

## **9. BUDGET REVISIONS**

The CONTRACTOR shall submit to the DEPARTMENT written request(s) to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the CONTRACT Face Sheet, or \$10,000, whichever is the lesser amount. The DEPARTMENT may approve or deny request(s) at its sole discretion.

## **10. REPORTING REQUIREMENTS**

The CONTRACTOR shall submit required reports by the date due using required forms according to DEPARTMENT procedures. These reports and their due dates shall include, but not be limited to:

REPORT	DATE DUE
A. Expenditure Report and Request for Reimbursement	The 15th of the month following each three-month period when expenditures were incurred. Reports shall be filed at least quarterly.
B. Semi-Annual Program Activity Report	The end of the month following each six-month period in which activities were performed (July-December, January-June).
C. Final Expenditure Report	Ten days following the close of the CONTRACT period.
D. Program Summary Report	15 days following the close of the CONTRACT period.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

## **11. REIMBURSEMENT PROVISIONS**

### **A. BILLING PROCEDURES**

1. The CONTRACTOR shall submit an Expenditure Report and Request for Reimbursement form to the DEPARTMENT, by the fifteenth (15th) of the month following each three-month period in which expenses were incurred, indicating the type of services rendered and costs incurred by the CONTRACTOR during the preceding quarter, with the exception of the final expenditure report, which shall be submitted within ten (10) days following the close of the contract period. Reports shall be filed not less than quarterly, but may be filed monthly, at the CONTRACTOR'S discretion.
2. Within twenty (20) days after receiving and approving the required reports, the DEPARTMENT shall remit to the CONTRACTOR a warrant covering the cost of the prior agreed upon activities. All reports must be submitted to the DEPARTMENT within fifteen (15) days from the CONTRACT ending date, as stated on the CONTRACT Face Sheet, except as specified above, or within fifteen (15) days of the termination of this CONTRACT.

### **B. MATCH FUNDS (25 percent of CONTRACT)**

The CONTRACTOR shall provide a twenty-five (25) percent local match. The CONTRACTOR may expend match funds in a greater proportion than budgeted; however, the CONTRACTOR must expend all match funds as indicated on the CONTRACT Face Sheet (line 12) prior to the termination or expiration of the CONTRACT.

The DEPARTMENT'S Program Coordinator shall review the CONTRACTOR'S level of actual expenditure against the estimated expenditures as included on the CONTRACT Face Sheet. Failure of the CONTRACTOR to achieve a satisfactory level of 75 percent of estimated expenditures on a quarterly basis may result in a reduction of funds. The DEPARTMENT reserves the right to determine the amount of such a reduction at its sole discretion. Any reduction shall be based on a review of the CONTRACTOR'S spending pattern, Monthly or Quarterly Expenditure Report and Request for Reimbursement(s), Semi-Annual Program Activity Report(s), and discussion between the DEPARTMENT and the CONTRACTOR.

The DEPARTMENT may withhold reimbursement payment if the CONTRACTOR fails to submit required reports to the DEPARTMENT. Upon the CONTRACTOR'S submittal of required reports, the DEPARTMENT shall make payment to the CONTRACTOR as



provided herein. The CONTRACTOR'S failure to submit reports as specified is grounds for the DEPARTMENT to terminate the CONTRACT as provided herein.

## **12. RELATIONSHIP OF COMMUNITY MOBILIZATION ADVISORY BOARD AND CONTRACTOR**

The CONTRACTOR shall act as the Community Mobilization Fiscal Agent required by RCW 43.270.050(10). As such, the CONTRACTOR shall enter into a written agreement, or Memorandum of Understanding, with the county Community Mobilization Advisory Board or Core Board described in the 1999-2001 Biennium Community Mobilization Application for Funding, outlining their respective duties, authorities, and responsibilities prior to the acceptance of funds under this CONTRACT. The DEPARTMENT may withhold reimbursement payment if the CONTRACTOR fails to submit this agreement to the DEPARTMENT. Upon the CONTRACTOR'S submittal of this agreement, the DEPARTMENT shall make payment to the CONTRACTOR as provided herein. The CONTRACTOR'S failure to submit this agreement as specified is grounds for the DEPARTMENT to terminate the CONTRACT as provided herein.

## **13. ACKNOWLEDGEMENT OF FEDERAL FUNDS**

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

- A. The CONTRACTOR agrees that, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds, the CONTRACTOR and all SUBCONTRACTORS receiving federal funds under this CONTRACT, including but not limited to state and local governments and school districts, shall clearly state:
  1. The percentage of the total cost of the program or project which will be financed with federal funds and with state funds; and
  2. The dollar amount of federal funds and state funds for the project.
- B. The CONTRACTOR agrees that any publication written, visual, or sound, but excluding press releases, newsletters, and issue analyses issued by the CONTRACTOR or by any SUBCONTRACTOR describing programs or projects funded in whole, or in part, with federal or state funds under this CONTRACT, shall contain the following statement:

"This project was supported by a grant from the Safe and Drug-Free Schools and Communities Act of 1994, Governor's Portion, U.S. Department of Education, and with State Violence Reduction and Drug Enforcement (VRDE) dedicated funds provided to the Department of Community, Trade and Economic Development to support the Community Mobilization Program. Points of view or opinions contained within this document do not necessarily represent the official position of the Department of Community, Trade and Economic Development, or the U.S. Department of Education."

- C. The CONTRACTOR agrees that one copy of any such publication will be submitted to the DEPARTMENT to be placed on file and distributed as appropriate to other potential contractors or interested parties. The DEPARTMENT may waive the requirement for submission of any specific publication upon submission of a request providing justification from the CONTRACTOR.

#### **14. USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

The CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
- Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the Prime Contractor, if subcontracts are to be let, to take the affirmative steps listed above.

#### **15. EVALUATION AND MONITORING**

The CONTRACTOR shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this CONTRACT. The DEPARTMENT, the State Auditor, a representative of the United States Department of Education, or any of their representatives shall have full access to, and the right to examine during normal business hours and as often as the DEPARTMENT, the State Auditor, or the Department of Education may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for six years from the date final payment is made hereunder.

## **16. INTERPRETATION OF CONTRACT**

- a. Order of Precedence.** In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- Applicable Federal and State of Washington statutes and regulations
  - CONTRACT Face Sheet
  - CONTRACT Specific Terms and Conditions
  - Exhibit A – CONTRACT General Terms and Conditions
  - Exhibit B – Community Mobilization Policies and Procedures, prepared by the DEPARTMENT, and any amendments incorporated
  - Exhibit C – DEPARTMENT'S Community Mobilization 2001-2003 Biennium Request for Application
  - Exhibit D – CONTRACTOR'S Community Mobilization 2001-2003 Biennium Application For Funding
  - Exhibit E - CONTRACTOR'S 2001 Collaborative Needs Assessment
  - Any other provision, term, or material incorporated by reference or otherwise incorporated.
- b. Entire Agreement.** This CONTRACT, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representation, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties to this CONTRACT.
- c. Conformance.** If any provision of this CONTRACT violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- d. Approval.** This CONTRACT shall be subject to the written approval of the DEPARTMENT'S authorized representative and shall not be binding until so approved. The CONTRACT may be altered, amended or waived only by written amendment executed by both parties.

**DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT  
OFFICE OF COMMUNITY DEVELOPMENT  
LOCAL GOVERNMENT DIVISION  
CONTRACT GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

As used throughout this CONTRACT, the following terms shall have the meanings set forth below:

"DEPARTMENT" shall mean the Department of Community, Trade and Economic Development of the State of Washington, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing the DEPARTMENT.

"CONTRACTOR" shall mean the agency, firm, provider, organization, individual or other entity performing services under this CONTRACT. It shall include any Subcontractor retained by the prime CONTRACTOR as permitted under the terms of this CONTRACT.

A "SUBCONTRACTOR" shall mean a person or entity who is not an employee of the CONTRACTOR, who is an individual, or other entity performing all or part of the services under this CONTRACT, under a separate written CONTRACT with the CONTRACTOR. It shall include any SUBCONTRACTOR retained by the prime CONTRACTOR as permitted under the terms of this CONTRACT. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTOR(s) in any tier.

**2. GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this CONTRACT shall be the Superior Court of Thurston County, Washington.

**3. CONTRACTOR NOT EMPLOYEE, OFFICER, OR AGENT OF AGENCY**

The CONTRACTOR and his/her employees or agents performing under this CONTRACT are not deemed to be employees, officers, or agents of the DEPARTMENT in any manner whatsoever. The CONTRACTOR will not hold himself/herself out as, nor claim to be an officer, employee, or agent of the DEPARTMENT or of the State of Washington by reason hereof and will not make any such applicable claim, demand, or application to or for any right or privilege.

**4. CONTRACT MODIFICATIONS**

The DEPARTMENT and the CONTRACTOR may request changes in services to be performed with the funds, or in the amount of funds to be reimbursed to the CONTRACTOR. Any such changes that are mutually agreed upon by the DEPARTMENT and the CONTRACTOR shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the

terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding. However, the DIRECTOR may, at any time, by written notification to the CONTRACTOR and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under this CONTRACT. If any such change causes an increase or decrease in the cost of or the time required for the performance of this CONTRACT, an equitable adjustment may be made in the CONTRACT price or period of performance, or both, and the CONTRACT shall be modified in writing accordingly.

## **5. SUBCONTRACTS**

Neither the CONTRACTOR nor any SUBCONTRACTORS shall enter into SUBCONTRACTS for any of the work contemplated under this CONTRACT without obtaining prior written approval of the DEPARTMENT.

## **6. DUPLICATION OF COSTS**

The CONTRACTOR certifies that work to be performed under this CONTRACT does not duplicate any work to be charged against any other CONTRACT, SUBCONTRACT, or other funding. The CONTRACTOR shall include the provisions of this clause in any SUBCONTRACT.

## **7. NONDISCRIMINATION**

During the performance of this CONTRACT, the CONTRACTOR shall comply with the DEPARTMENT'S nondiscrimination plan and the federal and state laws upon which it is based. Requirements of the nondiscrimination plan are hereby incorporated by reference and include, but are not limited to:

- A. Nondiscrimination in employment: The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. The CONTRACTOR shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or selection for training, including apprenticeships and volunteers.
- B. Nondiscrimination in services: The CONTRACTOR shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans status or the presence of any sensory, mental or physical handicap.
- C. Religious Activity: The CONTRACTOR shall not use any curricula or materials that have any religious orientation. The CONTRACTOR shall not require participants under this CONTRACT to participate in any religious activity.

## **8. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the CONTRACTOR'S noncompliance or refusal to comply with the above non-discrimination plan, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further CONTRACTS with the DEPARTMENT. The CONTRACTOR shall, however, be given a reasonable time, in no event to exceed thirty (30) days, in which to correct this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **9. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990**

The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and its implementing regulations. This act provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## **10. INDEMNIFICATION**

The CONTRACTOR agrees that he or she is financially responsible (liable) for any audit exception or other financial loss to the State of Washington which occurs due to the negligence, intentional acts, or failure for any reason to comply with the terms of this CONTRACT by the CONTRACTOR and/or its agents, employees, SUBCONTRACTORS or representatives.

The CONTRACTOR further agrees to protect, defend, and save the State, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property or any other liability arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the CONTRACTOR and/or its agents, employees, SUBCONTRACTORS or representatives under this CONTRACT.

The CONTRACTOR is responsible for ensuring that any SUBCONTRACT(s) include a comprehensive indemnification clause holding harmless the CONTRACTOR, the DEPARTMENT, and the State of Washington.

The CONTRACTOR waives his or her immunity under Title 51 RCW to the extent required by this clause.

## **11. LIABILITY INSURANCE**

The DEPARTMENT assumes no liability with respect to bodily injury, illness, accident, theft, or any other damages or losses concerning persons or property, or involving the CONTRACTOR'S equipment or vehicles. The CONTRACTOR is responsible for providing adequate insurance coverage to protect against legal liability arising out of activities under this CONTRACT. The CONTRACTOR shall notify the DEPARTMENT forty-five (45) days before cancellation or reduction in the CONTRACTOR'S insurance coverage.

A. Public Liability Insurance

The CONTRACTOR shall at all times during the term of this CONTRACT, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this CONTRACT. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the CONTRACTOR or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the State, with the approval of the CONTRACTOR (which shall not be unreasonably withheld), shall not be less than \$1,000,000 combined single limits.

B. Automobile Liability Insurance

In the event that services delivered pursuant to this CONTRACT involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If CONTRACTOR-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If CONTRACTOR employee's vehicles are used, the CONTRACTOR must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos". The minimum limit for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance**

In the event that services delivered pursuant to a CONTRACT or agreement, either directly or indirectly, involve or require providing professional services, Professional Liability Errors and Omissions Insurance shall be required. "Professional Services," for purposes of the CONTRACT section, shall mean any services provided by a physician, psychologist, architect, or other licensed professional. The CONTRACTOR shall maintain minimum limits no less than \$1,000,000 per occurrence.

Alternatively, the CONTRACTOR may provide the coverage specified above under a self-insurance risk management program.

Additionally, the CONTRACTOR is responsible for ensuring that liability related to SUBCONTRACTOR activity is appropriately covered by insurance provided either by the SUBCONTRACTOR or CONTRACTOR.

**12. WORKER'S COMPENSATION COVERAGE**

The CONTRACTOR shall provide or purchase workers' compensation insurance coverage prior to performing work under this CONTRACT. The DEPARTMENT will not be responsible for payment of workers compensation insurance premiums or for any other claim or benefit for a consultant, or any SUBCONTRACTOR, or employee of the CONTRACTOR, which might arise under the workers compensation laws during performance of duties and services under this CONTRACT.

The CONTRACTOR will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the CONTRACTOR, and for all employees of any SUBCONTRACT retained by the CONTRACTOR, suffering bodily injury (including death) by accident or disease, which arises out of or in the connection with the performance of the CONTRACT. Satisfaction of these requirements shall include, but shall not be limited to:

- A. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such program is mandatory in any jurisdiction.
- B. Purchase of workers' compensation and occupational disease insurance providing benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under a mandatory government program as in 12(A) above, and/or;
- C. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.
- D. Except to the extent prohibited by law, the program of CONTRACTOR'S compliance with workers' compensation and occupational disease laws, statutes, and regulations in 12(A), 12(B), and 12(C) above shall provide for a full waiver of right of subrogation against the DEPARTMENT, its directors, officers, and employees.
- E. If the CONTRACTOR, or any SUBCONTRACTOR retained by the CONTRACTOR, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations, and the DEPARTMENT incurs fines or is required by law to provide benefits to such employees or to obtain coverage for such employees, the CONTRACTOR will indemnify the DEPARTMENT for such fines, payment of benefits to CONTRACTOR or SUBCONTRACTOR employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed to the DEPARTMENT by the CONTRACTOR pursuant to the indemnity may be deducted from any payments owed by the DEPARTMENT for performance of this CONTRACT.
- F. The CONTRACTOR, in addition to complying with the provisions of the Workers' Compensation section above, will maintain coverage for employer's liability with a policy limit of not less than \$1,000,000 per accident.
- G. The CONTRACTOR shall include these requirements in all approved SUBCONTRACTS.

### **13. BONDING**

Within ten (10) calendar days after receipt of notice of award of this CONTRACT, the CONTRACTOR shall ensure that every officer, director, or employee who is authorized to act on behalf of the CONTRACTOR or any SUBCONTRACTOR for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks,



or other instruments of payment for program costs shall be bonded to provide protection against loss. SUBCONTRACTOR bonding may be provided by the SUBCONTRACTOR or the CONTRACTOR. Fidelity bonding secured pursuant to the CONTRACT must name the DEPARTMENT as beneficiary.

The amount of coverage must be \$100,000 or the total amount of the CONTRACT, whichever is less, and must be secured for the term of the CONTRACT. The CONTRACTOR will provide the DEPARTMENT a copy of the bonding instrument or certification of the same from the bond issuing company.

The CONTRACTOR shall provide a Performance Bond, (if specifications require), executed by a competent and financially sound surety company, rated B or higher, and admitted to write in Washington by the State Insurance Commissioner.

If the CONTRACTOR is self-insured, evidence of such insurance will be provided to the DEPARTMENT by the CONTRACTOR upon request by the DEPARTMENT.

#### **14. ACCEPTABILITY OF INSURERS AND PROOF OF INSURANCE**

##### **A. Proof of Insurance**

Certificates or other evidence satisfactory to the DEPARTMENT confirming the existence, terms, and conditions of all insurance required in this CONTRACT shall be kept on file by the CONTRACTOR within ten days of the CONTRACTOR'S receipt of the notice of award of this CONTRACT. The policy(ies) of insurance required to be maintained in accordance with this CONTRACT shall not be canceled or given notice of non-renewal nor shall the terms or conditions thereof be altered or amended without forty-five (45) days prior written notice given to the DEPARTMENT.

##### **B. Additional Insured**

The DEPARTMENT shall be specifically named as an additional insured on all policies, and all policies shall be primary to any other valid and collectable insurance. At its option, the DEPARTMENT may waive this requirement where insurance carriers will not under any circumstances extend secondary insured coverage for physicians' professional liability, or architects' and engineers' insurance. The DEPARTMENT may also waive this requirement where insurance carriers will not under any circumstances extend secondary fidelity bonding coverage for private nonprofit organizations.

#### **15. COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this CONTRACT. This does not apply to legitimate employees or an established commercial or selling agency maintained by the CONTRACTOR for the purpose of securing business.

In the event of breach of this clause by the CONTRACTOR, the DEPARTMENT may at its discretion:

A. Rescind the CONTRACT without any liability; or

- B. Deduct from the CONTRACT price or consideration or otherwise recover the full amount of any such contingent fee.

#### **16. PROGRAM INCOME**

Program income generated by interest-bearing accounts or otherwise under this CONTRACT shall be used for operational expenses not included in the total approved budget.

#### **17. CONFLICT OF INTEREST**

The DEPARTMENT may, by written notice to the CONTRACTOR:

- A. Terminate this CONTRACT if it is found after due notice and examination by the DIRECTOR that there is a violation of Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the CONTRACTOR in the procurement of or performance under this CONTRACT.
- B. In the event this CONTRACT is terminated as provided in (1) above, the DEPARTMENT shall be entitled to pursue remedies against the CONTRACTOR for breach of the CONTRACT by the CONTRACTOR. The rights and remedies of the DEPARTMENT provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the DEPARTMENT under this clause may be reviewed as provided in the "Disputes" clause of this CONTRACT.

#### **18. TREATMENT OF ASSETS**

The CONTRACTOR shall take the following actions to secure the financial interest of the DEPARTMENT in items purchased under this CONTRACT:

- A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property purchased by the CONTRACTOR, the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this CONTRACT, shall remain with the CONTRACTOR provided the CONTRACTOR certifies to the DEPARTMENT in writing that the property will be used for the same funded program purposes. If such certification is not made, title shall vest in the DEPARTMENT.
- B. The CONTRACTOR shall be responsible for any loss or damage to property of the DEPARTMENT which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- C. The CONTRACTOR shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies.
- D. The CONTRACTOR shall maintain a non-expendable equipment inventory on file. The DEPARTMENT'S interest in equipment purchased under this CONTRACT and prior CONTRACTS from the same funding source is automatically transferred forward to the next CONTRACT year at the close of the CONTRACT period.

- E. The CONTRACTOR shall surrender to the DEPARTMENT all property of the DEPARTMENT prior to settlement upon completion, termination, or cancellation of this CONTRACT.

## **19. PROCUREMENT STANDARDS**

The CONTRACTOR shall establish procurement policies and procedures for all purchases funded by this CONTRACT as follows:

- A. Establish a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of bids using state or federal funds.
- B. Ensure that all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. CONTRACTORS and SUBCONTRACTORS shall be required to receive prior approval from the DEPARTMENT for using funds from this CONTRACT to enter into a sole source CONTRACT or a CONTRACT where only one bid or proposal is received when value of the CONTRACT is expected to exceed \$5,000. Prior approval requests shall include: a copy of the proposed CONTRACT, any related procurement documents, and justification for noncompetitive procurement, if applicable.

## **20. NON-ASSIGNABILITY**

Neither this CONTRACT, nor any claim arising under this CONTRACT, shall be transferred or assigned by the CONTRACTOR.

## **21. RIGHTS IN DATA**

Unless otherwise provided, data that originates from this CONTRACT shall be made “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the DEPARTMENT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions.

Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. Data which is delivered under this CONTRACT, but does not originate from it, shall be transferred to the DEPARTMENT with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, and dispose of, and authorize others to do so; provided that such license shall be limited to the extent to which the CONTRACTOR has a right to grant such a license. The CONTRACTOR shall exert all reasonable effort to advise the DEPARTMENT, at the time of delivery furnished under this CONTRACT, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this CONTRACT. The DEPARTMENT shall receive prompt written notice of each notice or claim of copyright infringement received by the CONTRACTOR with respect to any data delivered under this CONTRACT. The DEPARTMENT shall have the right to remove any restrictive markings placed upon the data by the CONTRACTOR.

## **22. RECAPTURE PROVISION**

In the event the CONTRACTOR fails to expend funds in accordance with state law or the provisions of this CONTRACT, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance. Such right of recapture shall exist for a period not to exceed six (6) years following termination of this CONTRACT. Repayment by the CONTRACTOR of funds under this recapture provision shall occur within thirty (30) days of demand.

## **23. WRITTEN POLICIES AND PROCEDURES**

Written policies and procedures consistent with federal and state regulations, as applicable, shall be kept on file in the office of the CONTRACTOR or its local programs and available for review. Such policies and procedures shall include, but not be limited to: personnel regulations; job descriptions; organizational charts; travel regulations; fiscal management regulations; and affirmative action policies and plans.

## **24. RECORDS AND DOCUMENTS**

The CONTRACTOR shall maintain books, records, documents, and other evidence that properly reflect all costs of any nature expended in the performance of this CONTRACT. Such records shall reflect financial procedures and practices, participant records, statistical records, property and materials records, and supporting documentation. These records shall be subject at all reasonable hours to review and audit by the DEPARTMENT, the Office of the State Auditor, and state and federal officials so authorized by law. The CONTRACTOR shall retain all such records for a period of six (6) years from the termination of the CONTRACT.

If any litigation or audit is begun in the period during which records must be retained, or if a claim is initiated involving the CONTRACT or any related agreement, the CONTRACTOR must retain the related records until the litigation, audit, or claim has been finally resolved.

## **25. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the CONTRACTOR or its local programs and available for review. Such documents shall include, but not be limited to: Articles of Incorporation/Tribal Charter; by-laws; IRS Nonprofit Status Certification; latest agency audit; and insurance policies and bonding required by the CONTRACT.

## **26. APPLICABLE LAWS AND REGULATIONS**

The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state and federal governments, as now or hereafter amended.

## **27. LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS**

- A. No funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer or employee of Congress, or an employee of a member of Congress in connection with the making of this CONTRACT, which is funded in whole or in part with federal funds.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this CONTRACT, the CONTRACTOR shall complete and submit Standard Form - III, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the CONTRACT language for all SUBCONTRACTS at all tiers and that all SUBCONTRACTORS shall certify and disclose accordingly.

## **28. POLITICAL ACTIVITIES PROHIBITED**

No funds may be used in working for or against ballot measures or for or against the candidacy of any person for public office.

## **29. DISPUTES**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the CONTRACTOR, and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

## **30. LEGAL PROCEEDINGS**

In the event the DEPARTMENT is required to institute legal proceedings to enforce any provision of this CONTRACT, and is the prevailing party, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorneys' fees.

The laws of the State of Washington shall govern this CONTRACT. In the event of a lawsuit involving this CONTRACT, venue shall be proper only in Thurston County. The CONTRACTOR, by execution of this CONTRACT, acknowledges the jurisdiction of the State of Washington in this matter.

## **31. TERMINATION OF CONTRACT**

- A. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the DEPARTMENT shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the CONTRACTOR describing such default or violation.

- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- C. Reimbursement for CONTRACTOR services performed, and not otherwise paid for by the DEPARTMENT prior to the effective date of such termination, shall be as the DEPARTMENT reasonably determines.
- D. The DEPARTMENT may immediately and unilaterally terminate all or part of this CONTRACT, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this CONTRACT. Such termination shall be effective when the DEPARTMENT sends written notice of termination to the CONTRACTOR.

### **32. LICENSING AND ACCREDITATION STANDARDS**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards necessary in the performance of this CONTRACT.

### **33. SEVERABILITY**

In the event any term or condition of this CONTRACT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this CONTRACT that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this CONTRACT are declared severable.

### **34. AUDIT REQUIREMENTS**

CONTRACTORS shall:

- A. Adhere to the General Office of Management and Budget (OMB), Generally Accepted Auditing Standards (GAAS), Government Accounting Standards (the Revised Yellow Book), OMB Circular A-133, and other applicable federal and state regulations.
- B. Funding Thresholds for Audits:
  - 1. Organizations expending less than \$75,000 per year in federal funds are not required to have any specific audit.
  - 2. Organizations expending more than \$75,000 and less than \$300,000 in federal funds shall have a financial audit in accordance with GAAS--Financial Audits.
  - 3. Organizations expending more than \$300,000 in federal funds shall have a single-agency audit.
- C. Maintain accounting records that will enable separate identification of all funds received and expended, and assure that SUBCONTRACTORS also maintain records that are auditable. The CONTRACTOR shall be responsible for any audit exceptions incurred by its own organization or that of its SUBCONTRACTORS. The DEPARTMENT reserves the right to recover disallowed expenditures.

- D. The Office of the State Auditor shall conduct the audit of the CONTRACTOR'S program if the CONTRACTOR is a state or local government entity, or an independent Certified Public Accountant firm selected by the CONTRACTOR if the CONTRACTOR is not a state or local government entity, in accordance with OMB Circular A-122.
- E. The CONTRACTOR must prepare a Schedule of Financial Assistance for federal and state funds that includes: grantor agency name, federal agency, program name, other identifying contract numbers, catalog of federal domestic assistance (CFDA) number, grantor contract number, total award amount including amendments, beginning balance, current year revenues, current year expenditures, ending balance, and program total.
- F. The CONTRACTOR shall maintain its records and accounts in such a way as to facilitate the DEPARTMENT'S audit requirements, and ensure that SUBCONTRACTORS also maintain records that are auditable. The CONTRACTOR is responsible for any audit exceptions incurred by its own organization or that of its SUBCONTRACTORS. The DEPARTMENT reserves the right to recover from the CONTRACTOR disallowed costs resulting from the final audit.
- G. The CONTRACTOR shall be responsible for sending one (1) copy of the audit report to the DEPARTMENT as soon as it is available, but no later than thirteen months after the end of the CONTRACTOR'S fiscal year, to: Department of Community, Trade and Economic Development, 906 Columbia Street SW, PO Box 48300, Olympia, WA 98504-8300, Attn: Audit Review Office.
- H. The CONTRACTOR will respond to DEPARTMENT requests for information or corrective action concerning audit issues within 30 days of the date of request; and
- I. The CONTRACTOR shall include audit requirements A through H above in all SUBCONTRACTS.

As applicable, costs of the audit are an allowable expenditure.

### **35. SPECIAL PROVISION**

The DEPARTMENT'S failure to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

### **36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY**

If federal funds are the basis for this CONTRACT, the CONTRACTOR certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

## **Appendix H**

### **Sample Memorandum of Understanding**



# SAMPLE

## COMMUNITY MOBILIZATION PROGRAM MEMORANDUM OF UNDERSTANDING

### Purpose

The purpose of this Memorandum of Understanding, hereinafter known as MOU, is to identify the duties, responsibilities, and authorities between the           (Contractual Agent)           and the           (CM Policy Board)           for governing Community Mobilization (CM) grant funding and program operations. This MOU is required for CM Grant programs funded by the Department of Community, Trade and Economic Development (CTED), and shall be used to guide the ongoing operations of the Community Mobilization Program in           (Name)           County. The provisions of this MOU shall be interpreted consistently with the spirit and intent of this MOU and of Chapter 43.270 RCW.

### Authorizing Authority

The Community Mobilization Program was established under Chapter 43.270 RCW. In effect, the RCW states that the Legislature recognizes that the most effective strategy to reduce substance abuse is through the collaborative efforts of prevention, treatment, and law enforcement, along with key community elements and leaders. These key leaders represent local government, neighborhood and citizen groups, businesses, human services, health services, job training, and other community efforts. To fulfill this requirement, CTED requires a local broad-based community board be established, and that this broad-based community board act as the policy-making body for the program.

### Program Planning and Assessment Activities

          (Board)           shall direct program planning and assessment according to the guidelines set forth in the Community Mobilization Program Policies and Procedures, Collaborative Needs Assessment, and the Community Mobilization Application for Funding, 2003-2005 Biennium, the contract made between CTED and the CM Contractual Agent, and other guidance provided by CTED. The board shall determine the projects and activities that are most appropriate in order to implement the program as outlined in the above-mentioned documents.

### Program Decisions, Implementation and Evaluation Activities

If the program activities are conducted mainly through mini-grants or another similar approach, then the Board shall make approval about which organizations receive funding based on an objective procurement procedure. It is the responsibility of the Board to keep minutes and other documentation of this process.

### Contracting and Contractual Responsibilities

The responsibilities of fulfilling the CM Program's planning, policy, application, and contractual requirements shall be defined as follows:

(To be defined as agreed between the Contractual Agent and the local CM Policy Board).

The Board Chair shall sign the CM contract with CTED, as well as the Director or designee of the Contractual Agent.

The Contractual Agent shall be responsible for preparation of invoices and submittal of invoices to CTED. The Board shall be responsible for submitting all necessary invoice documents to the Contractual Agent. Both shall track all grant expenditures, for provision of the necessary checks and balances.

The parties shall make every effort to resolve disputes arising out of or relating to this MOU through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute under this MOU, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by \_\_\_\_\_ (Contractual Agent) \_\_\_\_\_, a representative appointed by \_\_\_\_\_ (CM Policy Board) \_\_\_\_\_, and a third representative mutually agreed upon by both parties. The team shall attempt to resolve the dispute by majority vote. If the dispute cannot be resolved in this fashion, either party may request assistance from \_\_\_\_\_.

Contractual Agent

Board Chair

(Date) \_\_\_\_\_

(Date) \_\_\_\_\_

# **Appendix I**

## **Program Activity Report Form and Guide**

## OCD

OCD ☐Revised 7/14/01

### III. Risk or Protective Factors Targeted by the Program Activity:

List the number of the primary risk or protective factor this program addresses: \_\_\_\_\_ (See list below.)

List any secondary risks/protective factors addressed: \_\_\_\_\_

#### **Risk Factors:**

1. Availability of Drugs
2. Availability of Firearms (OCD only)
3. Laws and Norms Favorable to drug Use, Firearms & Crimes
4. Media Portrayals of Violence (OCD only)
5. Transitions and Mobility
6. Low Neighborhood Attachment & Community Disorganization
7. Extreme Economic Deprivation
8. Family History of Problem Behavior
9. Family Management Problems
10. Family Conflict
11. Favorable Parental Attitudes & Involvement in the Behavior
12. Early and Persistent Antisocial Behavior
13. Academic Failure in Elementary School
14. Lack of Commitment to School

15. Alienation, Rebelliousness, and Lack of Bonding to Society
16. Friends Who Engage in the Problem Behavior
17. Favorable Attitudes Toward the Problem Behavior
18. Early Initiation of the Problem Behavior
19. Constitutional Factors

#### **Protective Factors:**

20. Individual Characteristics
21. Bonding
22. Healthy Beliefs and Clear Standards
23. Opportunities, Skills, and Recognition
24. Belief in the Moral Order
25. Social Skills
26. Organizing Activities (OCD only)
27. Support Activities (OCD only)

### IV. DASA Performance Measures:

If this program addressed any of the DASA Performance Measures related to reducing ATOD use in the last 30 days for 6<sup>th</sup>, 8<sup>th</sup>, or 10<sup>th</sup> grades, check the box or boxes that apply:

- |   |                                  |                                  |                                    |
|---|----------------------------------|----------------------------------|------------------------------------|
| <input type="checkbox"/> 6 <sup>th</sup> grade for  | <input type="checkbox"/> Alcohol | <input type="checkbox"/> Tobacco | <input type="checkbox"/> Marijuana |
| <input type="checkbox"/> 8 <sup>th</sup> grade for  | <input type="checkbox"/> Alcohol | <input type="checkbox"/> Tobacco | <input type="checkbox"/> Marijuana |
| <input type="checkbox"/> 10 <sup>th</sup> grade for | <input type="checkbox"/> Alcohol | <input type="checkbox"/> Tobacco | <input type="checkbox"/> Marijuana |

### V. Program Activity Sessions and Service Hours:

*Note: For all items indicated whether the number you record is an actual count or an estimate.*

Number of sessions this reporting period: \_\_\_\_\_ Basis of Report: Actual ☐ Estimate (OCD only) ☐

Direct service hours: \_\_\_\_\_ Basis of Report: Actual ☐ Estimate (OCD only) ☐

Optional: Indirect service hours: \_\_\_\_\_ Basis of Report: Actual ☐ Estimate ☐

### VI. Number of Unduplicated Participants in the Program:

1. Number of new participants: \_\_\_\_\_ Basis of Report: Actual \_\_\_\_\_ Estimate \_\_\_\_\_
2. Estimated number of participants reached at a large event: \_\_\_\_\_ (Do not include these numbers in Section V below.)
3. Pieces of literature distributed: \_\_\_\_\_

## VII. Participant Demographics:

For the next five items, fill in the number of participants from each group. As before, indicate whether the number you record is an actual count or an estimate:

1. Race of Participants: List the number of people of each race who participated in the program. Note that Hispanic status is reported on the next item. **Basis of Report: Actual** \_\_\_\_\_ **Estimate** \_\_\_\_\_

African-American or Black _____	White/European American _____
Asian/Asian American _____	Native Hawaiian or Pacific Islander _____
American Indian or Alaska Native _____	Multiracial _____

2. Ethnicity of Participants: Indicate the number of participants who identify themselves as follows.

**Basis of Report: Actual:** \_\_\_\_\_ **Estimate** \_\_\_\_\_

Hispanic/Latino _____	Non-Hispanic/Non-Latino _____
-----------------------	-------------------------------

3. Ages of Participants: Indicate the number of participants in each age group.

**Basis of Report: Actual** \_\_\_\_\_ **Estimate** \_\_\_\_\_

Unduplicated Count  
(Section VI #1)

**CM ONLY**  
Large Group Participation  
(Section VI #2)

0-5 years \_\_\_\_\_

6-9 years \_\_\_\_\_

10-12 years \_\_\_\_\_

13-15 years \_\_\_\_\_

16-18 years \_\_\_\_\_

19-21 years \_\_\_\_\_

22-25 years \_\_\_\_\_

26-55 years \_\_\_\_\_

56-65 years \_\_\_\_\_

66+ years \_\_\_\_\_

0-5 years \_\_\_\_\_

6-9 years \_\_\_\_\_

10-12 years \_\_\_\_\_

13-15 years \_\_\_\_\_

16-18 years \_\_\_\_\_

19-21 years \_\_\_\_\_

22-25 years \_\_\_\_\_

26-55 years \_\_\_\_\_

56-65 years \_\_\_\_\_

66+ years \_\_\_\_\_

4. Gender of Participants: Indicate the number of participants in each group.

**Basis of Report: Actual** \_\_\_\_\_ **Estimate** \_\_\_\_\_

Male \_\_\_\_\_ Female \_\_\_\_\_

5. Disability of Participants: Indicate the number of participants in each group.  
(Optional for OCD.)

**Basis of Report: Actual** \_\_\_\_\_ **Estimate** \_\_\_\_\_

_____ Mobility	_____ Vision	_____ Hearing
_____ Learning	_____ Developmental Disability	_____ Speech
_____ Mental/Psychological	_____ Substance Abuse Addiction	_____ Other
_____ None		

**VIII. Measurement Information:**

1. Baseline Measurement Timing: Record the month and year the baseline measurement (i.e., the first measurement of program outcome variables) was, or will be, collected.  
Month/Year \_\_\_\_\_ **Basis of Report: Actual** \_\_\_\_\_ **Projected** \_\_\_\_\_
2. Outcome Measurement Timing: Indicate the month and year the outcome measurement (i.e., the final measurement of program outcome variables) was, or will be, collected for the program.  
Month/Year \_\_\_\_\_ **Basis of Report: Actual** \_\_\_\_\_ **Projected** \_\_\_\_\_
3. List the number of the primary measurement focus this program addresses: \_\_\_\_\_ (See list below.)  
List any secondary measurement focuses addressed: \_\_\_\_\_  
What is being measured? What are you expecting to change?
  1. Risk Factor
  2. Protective Factor
  3. Alcohol Abuse
  4. Tobacco Abuse
  5. Marijuana Abuse
  6. Inhalant Abuse
  7. Other Drug Abuse (specific)
  8. Substance Abuse (in general)
  9. Delinquent Behavior
  10. Gang Involvement
  11. Adult Criminal Behavior
  12. Other

**IX. Measurement Method:** How is the measurement being conducted?

List the number of the primary measurement method this program addresses: \_\_\_\_\_ (See list below.)

List any secondary measurement methods addressed: \_\_\_\_\_

Survey Self-Report Measures: Youth

1. Standardized Youth Survey, Multiple Topics (e.g. CTC Youth Survey, Search, Pride)
2. Standardized Youth Survey, Single/Limited Topics (e.g. Scales taken from CTC Youth Survey)
3. Survey Developed by Program, Multiple Topics
4. Survey Developed by Program, Single/Limited Topics

***Survey Self-Report Measures: Adults***

5. Standardized Household Telephone Survey, Multiple Topics
6. Standardized Household Telephone Survey, Single/Limited Topics
7. Household Survey using Home Interviews, Multiple Topics
8. Household Survey using Home Interviews, Single/Limited Topics

***Archival Indicators:***

9. Standardized Washington Archival Indicators(s) (DRDA data)
10. Archival Indicator(s) Developed by Program
11. School Grades
12. School Attendance
13. School Incident Reports/Disciplinary Actions

***Other Measurement Instrument:***

14. Standardized Teacher Report
15. Teacher Report Developed by Program
16. Standardized Parent Report
17. Parent Report Developed by Program
18. Coalition Assessment Tool
19. Participant Satisfaction Tool
20. Focus Group/Key Informant Findings
21. Program Documentation
22. Other

**DASA ONLY:**

**X. If this is the final PAR, please attach your program evaluation summary or specify the date the summary will be mailed (see Addendum C of the PAR Guide).**

- ☐ Program Evaluation Summary attached  
☐ Program Evaluation Summary will be mailed on Month/Day/Year

**XI. Number of Personnel Providing Services:**

Indicate which organization or group took primary, secondary, or a minor role in developing the program activity. Also, indicate how many personnel and volunteers from each organization provided at least some service during the activity.

**Basis of Report:** Actual ☐ Estimate ☐

*Responsibility for event*

Source	Primary	Secondary	(Paid) Number of Personnel	(Unpaid) Number of Volunteers
CM Project	___	___	___	___
CM Subcontractor	___	___	___	___
DASA	___	___	___	___
Community Health & Safety Network	___	___	___	___
Other Government Social Services	___	___	___	___
School District	___	___	___	___
ESD	___	___	___	___
OSPI	___	___	___	___
Law Enforcement/Juvenile Justice	___	___	___	___
City/County Government	___	___	___	___
Health Department	___	___	___	___
Religious Organization	___	___	___	___
Private Organization (non-profit)	___	___	___	___
Private Organization (business)	___	___	___	___
Service/Civic Organization	___	___	___	___

**XII. Programs that Provided the Following Services (choose as many as apply):**

**Service Provided**

- |  |                          |
|--|--------------------------|
| Activities to protect students traveling to/from school  | <input type="checkbox"/> |
| Activities to prevent violence related to prejudice and historical intolerance                   | <input type="checkbox"/> |
| After-school or before-school programs   | <input type="checkbox"/> |
| Alternative education programs   | <input type="checkbox"/> |
| Anti-gang activities   | <input type="checkbox"/> |
| Community Services Projects  | <input type="checkbox"/> |
| Conflict Resolution/Peer mediation   | <input type="checkbox"/> |
| Comprehensive services and programs  | <input type="checkbox"/> |
| Curriculum acquisition and development   | <input type="checkbox"/> |
| Dissemination of information and media services  | <input type="checkbox"/> |
| Drug Prevention Instruction  | <input type="checkbox"/> |
| Parent Education/Involvement   | <input type="checkbox"/> |
| Program coordination with law enforcement or other community and state agencies or organizations | <input type="checkbox"/> |
| Program Evaluation   | <input type="checkbox"/> |
| Security personnel and equipment   | <input type="checkbox"/> |
| Services for out-of-school youth (school aged)   | <input type="checkbox"/> |
| Services for youth in school   | <input type="checkbox"/> |
| Special, one-time events   | <input type="checkbox"/> |
| Surveys of drug & violence prevalence and safety   | <input type="checkbox"/> |
| Training for parents, teachers, law enforcement officials and others                             | <input type="checkbox"/> |
| Violence Prevention Instruction  | <input type="checkbox"/> |
| Youth/Student support services (e.g. counseling, mentoring, referral)                            | <input type="checkbox"/> |
| Other: Youth Leadership Development  | <input type="checkbox"/> |



**XIII. Percentage of Participants Referred from Each Referral Source:****Basis of Report****Actual** ☐**Estimate** ☐**Percent of  
Referrals**

Schools	_____
Churches	_____
Law Enforcement/Juvenile Justice	_____
Social Services	_____
Health Provider/Health Services	_____
Community Professional	_____
Business	_____
Invitation	_____
Friends	_____
Advertising	_____
Other	_____

**XIV. Percentage of Funding from Each Source:****Basis of Report:****Actual** ☐**Estimate** ☐**Percent of  
Funding****Percent of  
Funding**

CM Project	_____	Law Enforcement/Juvenile Justice	_____
CM Subcontractor	_____	City/County Government	_____
DASA	_____	Health Department	_____
Community Health Safety Network	_____	Religious Organization	_____
Other Government Social Service	_____	Private Organization (non-profit)	_____
School District	_____	Private Organization (business)	_____
ESD	_____	Service/Civic Organization	_____
OSPI	_____		

**XV. Who Received Services (count only once):****Basis of Report:****Actual** ☐**Estimate** ☐**Unduplicated Count****Large Group (OCD Only)**

Youth in school (Public/Private)	_____	_____
Youth Not in School	_____	_____
Parents or Guardians	_____	_____
Law Enforcement Officials	_____	_____
Teachers/School Personnel	_____	_____
Other Community Members (under 5 years old)	_____	_____
<b>TOTAL</b>	_____	_____

**The “PAR” Guide  
Division of Alcohol and Substance Abuse  
Office of Community Development**

**Guidelines for Submission of the Program Activity Reporting Form (PAR)  
2001-2003**

The PAR form represents an attempt by both the Division of Alcohol and Substance Abuse (DASA) and Office of Community Development (OCD) to reduce paperwork for their contracting agencies, and at the same time move towards more effective and less burdensome evaluation procedures.

DASA and OCD have slightly different reporting requirements that make it difficult to anticipate all possible reporting situations. We ask that you do two things: first, rely on your common sense about how to interpret the form; and second, contact us for clarification:

- OCD contractors should call their Community Mobilization (CM) Program Regional Representative (Marscha Irving at (360) 725-3029, e-mail [marschai@cted.wa.gov](mailto:marschai@cted.wa.gov); or Connie Wiley at (360) 725-3033, e-mail [conniew@cted.wa.gov](mailto:conniew@cted.wa.gov)).
- DASA contractors should consult Chapter Five of the DASA County Implementation Guide (also known as the Prevention Planning Packet) for further clarification of DASA requirements; or call your DASA Regional Prevention Manager.

If you alert us to any problems you are experiencing, we will be able to improve the form for the next funding cycle.

The following guidelines give specific instructions on when and how to submit the forms.

**For DASA Funded Programs:**

1. DASA requires that PARs be submitted every six months (also called “biennial” quarters) for all programs currently in operation. The 2001-2003 Biennium covers the two-year period that begins July 1, 2001, and ends June 30, 2003. The reporting periods are as follows:
  - 1<sup>st</sup> reporting period begins the first of July and ends the 31<sup>st</sup> of December of the first year of the biennium;
  - 2<sup>nd</sup> reporting period begins the first of January and ends the 30<sup>th</sup> of June of the first year of the biennium;
  - 3<sup>rd</sup> reporting period begins the first of July and ends the 31<sup>st</sup> of December of the second year of the biennium;
  - 4<sup>th</sup> reporting period begins the first of January and ends the 30<sup>th</sup> of June of the second year of the biennium.
2. The due dates and where to mail the PARs will be provided in writing by the DASA Regional Prevention Manager. This due date is typically 60 days following the last day of a biennial quarter.
3. The demographic data in the PAR should reflect an unduplicated count of “new” participants who entered the program during the reporting period. This means if 70 people participated in the program but only ten are “new” to the program in the reporting period, report only demographic data on the ten “new” people.
4. Service activity data should be limited to the reporting period.

**For OCD Funded Programs:**

1. OCD requires that PARs be submitted every six months for all programs that are currently in operation.
2. The Program Activity Reports (PARs) are due typically 30 days following the end of the six-month period. PARs are to be mailed to:

Your CM Regional Representative  
Office of Community Development  
SDFC Unit  
PO Box 48350  
Olympia, WA 98504-8350

3. Data in the PAR should reflect an unduplicated count of program participants or service activity in each six-month reporting period. Report only services that occurred in the six-month reporting period, and only on participants who first entered the program during that six-month reporting period. This means if 70 people participated in the program but only ten are “new” to the program in the reporting period, report only data related to the ten “new” people.

**For Programs Co-Funded by DASA and OCD:**

For the co-funded DASA and OCD programs, submit original PAR forms to your CM Regional Representative at OCD with copies of the form sent to DASA.

**General Instructions for Completing the PAR Form:**

1. Fill out one PAR form for each program that is conducted within the county. For purposes of this form, a program is defined as a discrete coordinated effort using one or more specific activities to produce a change in risk or protective factors in a particular population.
2. Some items need to be completed only for DASA-funded programs. Therefore, if you are submitting only to OCD, you don’t need to complete these items. For example, the amount expended this reporting period is to be completed only by programs receiving some DASA funding.
3. Conversely, items on pages 5-6 are submitted only to OCD. If you are submitting only to DASA, you do not have to complete items starting with number XI on pages 5-6.
4. Many questions ask you to indicate whether the number you are reporting is based on an actual count of services or whether it is based on an estimate. An actual count would presumably mean that there was some actual record of the program’s activities (such as a sign-in sheet) from which to base the report. An estimate would be more appropriate in a situation where a program intervention came into contact with a lot of people, but for which no record of the contact was kept (such as persons coming to a booth at a community fair).

## **Instructions for Individual Questions on the PAR Form:**

**I. Program Identification (Page 1):** Check the box indicating whether this is a DASA Program or an OCD Program. If the program is both a DASA and an OCD Program, check both boxes.

**II. Local Program Title (Page 1):** Write in the name of the program. Per DASA requirements make sure it corresponds to the name listed on the Regional Administrator Notification Form under “Local Program Name.”

It is important to keep the local program title exactly the same from report to report. The program title is one of the ways being used to match forms from reporting period to reporting period. Forms with minor variations in program names will be assumed to be reporting on the same program, but significant variations in names will require a phone call to you to verify the program identification.

**Service Provider Names (Page 1):** Write in the name of the service provider(s).

**Site Address (Page 1):** Write in the address where services or activities are provided.

**Date (Page 1):** Write in the date that you are completing the PAR form.

**County (Page 1):** Check the box for the county where you are working. If you are reporting on a project that is a consortium for two or more counties, check all the counties that are participating in the consortium.

**Program Status (Page 1):** Provide the following for this program: initial date of service, whether or not the program is on schedule or behind schedule, if the project is not completed, and the projected final date of service.

**Completed (Page 1):** Provide the last day that services were provided directly to the program participants.

**Reporting Period (Page 1):** Check the box corresponding to the period for which this PAR is reporting services.

**DASA Contractors Only (Page 1):** Enter the amount of Matching Funds and DASA Prevention Funds expended this reporting period. Enter the CSAP Activity Number addressed. Refer to Addendum A at the end of this guide and provide the appropriate number. If the Program is a Best Practice, check the appropriate box.

**III. Risk or Protective Factors Targeted by the Program Activity (Page 2):** These items should be completed for any program that is either partially or fully funded through DASA and OCD. Select the risk/protective factor that has been identified as the primary target for the program’s intervention. Identify the risk/protective factor, and write in that number for that risk/protective factor. Choose **one** risk/protective factor as “primary”. However, please note that you may choose up to three secondary factors. Organizing Activities and Support Activities are applicable only to OCD funded programs. (Note: Protective factors are shaded.)

A special note about Organizing Activities and Support Activities. These categories are designed to reflect activities that occur as part of Community Mobilization Programs, but which are not specifically tied to services targeting a specific risk or protective factor. For example, many CM Coordinators spend much of their effort helping other organizations or groups within the community organize so that they can deliver prevention services. This is an important activity for OCD funded programs, but one that has not, to date, been adequately measured. We are trying to make sure that this important class of services provided by CM programs is adequately and fairly represented.

For definition sake, an Organizing Activity provided by CM personnel consists of services that directly increase another group or organization's capabilities to deliver prevention-related services. For example, helping County Commissioners understand prevention services, facilitating or chairing a task force on prevention, or helping a school PTA get organized to provide prevention services to students, would be examples of organizing activities.

Support Activities are activities that, while not directly increasing the group or organization's prevention capabilities, help indirectly in that effort. Examples might be things like going to the grocery store to buy food and coffee for a meeting, or helping a group resolve administrative or financial problems. The difference between an organizing activity and a support activity is sometimes fuzzy. In general, if the service being provided directly increases the prevention capacity of a county, then it is an organizing activity. If the service being performed helps "grease the wheels," but doesn't directly increase the prevention capacity in a county, then it is probably a support activity. For this item, please make your best judgment.

**IV. DASA Performance Measures (Page 2):** Check appropriate box if the Program's primary focus will address any of the DASA Performance Measures related to alcohol, tobacco, or marijuana use in the last 30 days for 6<sup>th</sup>, 8<sup>th</sup>, or 10<sup>th</sup> grades. If 30-day use is a secondary outcome of this program DO mark this item. Another way to know if you should mark this item is if you can answer "Yes" to the following statement: "This program's primary evaluation tool will capture information about participants' 30-day use of alcohol, tobacco, or marijuana."

**V. Program Activity Sessions and Service Hours (Page 2):** *Report the number of sessions* in which services from the program were provided to participants. This is the number of times a group met or an event took place during the program period. For example, if a parenting class were provided one night a week for seven weeks, then the number of sessions would be seven. If the program were in continuous operation over a number of days (e.g., a Ropes course given over the weekend), each day would be counted as one session.

*Report the number of direct service hours* that were provided as part of the program. Direct Service hours are those hours program staff/volunteers were in actual contact with the participant population. (OCD Programs only: it's important to note whether the information you report is based on an actual count or an estimate.)

Example, calculating the hours of service: Suppose that a parenting class was provided for 12 weeks, with each class lasting two hours. The total number of hours of service would be equal to 24 (2 x 12) (total number of sessions = 12). Suppose that a Ropes course was offered on three different days, and the course lasted eight hours the first two days, and five hours on the third day. The total hours of service would be 21 hours (8+8+5) (total number of sessions = 3). If the

program ran continuously from Friday at 5 p.m. to Sunday at 5 p.m., a total of 48 hours of service would be reported (total number of sessions = 2). But running continuously means participants were at the program site receiving services throughout the 48 hours.

Important note for DASA-funded programs: This item must be reported on the basis of actual counts, and not estimates.

*Optional: Report the total indirect service hours provided:* If you choose to complete this item, fill in the total number of hours of indirect service it took to implement the program. Indirect hours are those hours program staff/volunteers spent preparing for, or directly supporting, the actual provision of the service target population.

Indirect service includes only activities that were directly supportive of the service provided to the target population (e.g., transporting people, developing curriculum, developing public relations materials, or arranging for logistics). It excludes administrative activities that are generic to all programs, such as accounting activities, personnel reviews, or general administrative tasks.

## **VI. Number of Unduplicated Participants in the Program (Page 2):**

1) *Fill in the unduplicated number of people who participated in the program.* Count each person only once per program. Count everyone who received any services at all, even if they didn't receive the full complement of services in that program. Note that this number will vary tremendously across programs.

For example, suppose in your parenting class, which lasted 12 sessions, 20 people came to all 12 sessions, three additional people came to ten of the 12 sessions, and two additional people came to only one session. You would count 25 people who had received at least some of the services.

2) *Provide an estimate of the number of participants reached at a large community event.* This might include activities corresponding to CSAP Activity Numbers 1-7 under the Information/Dissemination Strategy (see Addendum A for a list of CSAP Strategies). For OCD contractors, this might include activities for "f" or "r" under Section XII, "Programs that provided the following services."

3) *Provide an estimate of the number of participants exposed to a media campaign.*

4) *Provide an estimate of the number of pieces of literature distributed at a large community event.*

For example, a small family counseling program might serve 25 clients; a large, mass-media campaign might serve tens of thousands. Also, recognize that, especially for programs serving large numbers of individuals, you will have to estimate how many people were served. In all cases, we ask you to indicate whether the number you record is an actual count or an estimate. An actual count would presumably mean there was some actual record of the program's activities (such as a sign-in sheet) from which to base the report. An estimate would be more appropriate where a program intervention came into contact with a lot of people, but no record of the contact was kept (such as persons coming to a booth at a community fair).

For example, if a media campaign were instituted, you would estimate the number of people who actually were exposed to the campaign. If that number happened to be 30,500 you would record that number on the form.

## **VII. Participant Demographics (Page 3):** Fill in the demographics of the new people who participated in the program. Indicate whether the number is an actual count or an estimate.

Note: the total number of participants in each demographic section should equal the number of new participants in Section VI above.

- 1. Race of Participants:** List the number of people of each race who participated in the program. If no participants were from a specific group, leave it blank. Hispanic status is not counted as part of this item, but is reported on the next item. Count Hispanic participants on this item, in the category that is most appropriate, usually, White, but also possibly African-American/Black American or American Indian/Alaska Native. Multi-Racial is reserved for those participants who do not self-identify with a particular group, but who identify with multiple groups. If the identification is Hispanic/another group, the Multi-Racial category is not appropriate. Indicate if the number is an actual or an estimate.
- 2. Ethnicity of Participants:** Fill in the number of participants identified as Hispanic/Latino or Non-Hispanic/Non-Latino. Indicate if the number is an actual or an estimate.
- 3. Ages of Participants:** Fill in the number of each age group of people who participated in the program. Indicate if the number is an actual count or an estimate. If no participants were from a specific group, leave the item blank. Indicate if the number is an actual or an estimate.
- 4. Gender of Participants:** Fill in the number of people from each gender who participated in the program.
- 5. Disability of Participants:** Note that this item is required of DASA-funded programs but optional for OCD. Fill in the disability of people who participated in the program. Indicate if the number is an actual count or an estimate. If no participants were from a specific group, leave it blank.

**VIII. Measurement Information (Page 3):** Provide the following information about your program's measurement.

1. Provide the month and year that the program's baseline measurement was conducted. This is generally done prior to services being given. Indicate if the date is an actual or an estimate.
2. Indicate the month and year the final measurement of the program's variables was, or will be, collected. This is generally done at the end of the program after services have been given. Indicate if the date is an actual or an estimate.
3. Indicate the number of the one primary measurement focus from the list provided. Indicate the number of up to three secondary measurement focuses addressed from the list provided.

**IX. Measurement Method: (Page 4):** Provide information concerning how the measurement is being conducted. It's possible that a program may rely on more than one instrument. The instrument that is most useful or important to the assessment of program outcome is the **Primary** measurement instrument. From the list provided, list the number of the one primary measurement method addressed by the program. Other instruments, if used, are called **Secondary** instruments. If only one measurement instrument is being used, it is the **Primary** instrument. List up to three secondary measurement methods addressed by the program. Note that this item does not refer to the timing of the measurement (for example, measurement at baseline and following program completion). An explanation of Measurement Tools is provided in Addendum B.

**X. DASA Only – Program Evaluation Summary (Page 4):** If this is the final report, please attach your program evaluation summary or specify the date the summary will be mailed to your DASA

Regional Administrator. The program evaluation summary should be submitted only once, as an attachment to the PAR in the reporting period when the program ends.

**XI. Number of Personnel Providing Services (Page 5):** This item is required of OCD programs only. Indicate the number of personnel and volunteers providing program services from each of the sources listed on the form. Indicate if the number is actual or an estimate. If no personnel were from a specific source, leave it blank. Also, count a person as providing services no matter how few actual hours of effort they provided. For example, a person providing only one hour of service should still be included in the count. Important note: Count both paid and unpaid personnel (volunteers) who provided service, in the appropriate column.

**XII. Programs that Provided the Following Services (Page 5):** This item is required of OCD programs only. From the list provided, indicate all services that were provided by the program being reported. This item was specifically added because it is a required reporting element of the state-level CM Program's federal funding agency.

**XIII. Percentage of Participants Referred from Each Referral Source (Page 6):** This item is required of OCD programs only. Indicate the percent of participants referred from each of the sources listed on the form. Indicate if the percentage is actual or an estimate. If no participants were referred from a specific source, leave it blank.

**XIV. Percentage of Funding from Each Source (Page 6):** This item is required of OCD programs only. Indicate the percent of funding from each of the funding sources listed on the form. Indicate if the percentage is an actual or an estimate. If no funding was from a specific source, leave it blank. The percentages should total 100% across all sources that provided funding. For definition's sake, a *CM Project* is administered by the CM Contractor directly; a *CM Subcontractor* is contracted by the CM Contractor to deliver services. Important note: Funding should include in kind funding, matching funds, donated materials, donated labor, and other kinds of material help, as well as direct financial resources.

**XV. Who Received Services (Page 6):** This item is required of OCD programs only. Indicate the percent of each group receiving services. Indicate if the percentage is an actual or an estimate. If there were no participants from a particular category, leave it blank.



## **Addendum A**

### **CSAP Strategies and Activity Numbers**

**DASA Only** - The following is a list of the CSAP Strategies and their Activity Numbers. Please use these numbers in completing the CSAP Activity Number Section on Page 1 of the PAR.

**INFORMATION / DISSEMINATION** This strategy provides awareness and knowledge of the nature and extent of substance use, abuse, and addiction and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.

**[Note: Information dissemination alone has not been shown to be effective at preventing substance abuse.]**

- |   |   |
|---|---|
| 1. Clearinghouse/information resource centers<br>(e.g., brochures/literature) | 5. Speaking engagements   |
| 2. Resource directories   | 6. Health fairs and other health promotion (e.g.,<br>conferences, meetings, seminars) |
| 3. Media campaigns  | 7. Information lines/hot lines  |
| 4. Radio and TV public service announcements                                  |   |

**EDUCATION** This strategy involves two-way communication and is distinguished from the information dissemination strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g., of media messages), and systematic judgment abilities.

- |  |   |
|--|---|
| 11. Parenting and family management                  | 14. Education programs for youth groups |
| 12. Ongoing classroom and/or small group<br>sessions | 15. Mentoring programs                  |
| 13. Peer leader/helper programs                      | 16. Preschool ATOD prevention programs  |

**ALTERNATIVES** This strategy provides for the participation of target populations in activities that exclude substance use. The assumption is that constructive and healthy activities offset the attraction to--or otherwise meet the needs usually filled by--alcohol and drugs and would, therefore, minimize or obviate resort to the latter.

**[Note: Alternative activities alone have not been shown to be effective at preventing substance abuse.]**

- |                                       |  |
|---------------------------------------|--|
| 21. Youth/adult leadership activities | 24. Outward bound/challenges/ropes<br>course-type activities |
| 22. Community drop-in centers         | 25. Recreational activities                                  |
| 23. Community service activities      |  |

**PROBLEM IDENTIFICATION AND REFERRAL** This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education.

**It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.**

- |                                 |  |
|---------------------------------|--|
| 31. Employee Assistance Program | 33. Driving while under the<br>influence/driving while intoxicated<br>education programs |
| 32. Student Assistance Program  |  |

**Addendum A**  
**CSAP Strategies and Activity Numbers- continued**

**COMMUNITY-BASED ACTIVITIES (Community and Professional Mobilization)**

This strategy aims to enhance the ability of the community to more effectively provide prevention and treatment services for substance abuse disorders. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of service implementation, interagency collaboration, coalition building, and networking.

- |   |  |
|---|--|
| 41. Community and volunteer training<br>(e.g., neighborhood action training, impact or<br>training, staff/officials training) | 43. Multi-agency coordination and collaboration/<br>coordination |
| 42. Systematic planning   | 44. Community team building                                      |
|   | 45. Accessing services and funding                               |

**ENVIRONMENTAL (Social Policy and Environmental Change)**

This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of substance abuse in the general population. This strategy is divided into two subcategories to permit distinction between activities that center on legal and regulatory initiatives and those that relate to the service and action-oriented initiatives.

- |  |  |
|--|--|
| 51. Promoting establishment of review of alcohol,<br>tobacco, and other drug use policies in schools   | 53. Modifying alcohol and tobacco advertising<br>practices |
| 52. Guidance and technical assistance on<br>monitoring and governing availability and<br>distribution of alcohol, tobacco, and other drug<br>use | 54. Product pricing and placement practices                |

## Addendum B

**Measurement Method (Page 4):** Use the following guide to help you identify the program's evaluation method:

### *Surveys with Multiple Topics:*

Surveys in this category gather information on three or more different topics. For example, the survey might measure all risk and protective factors, might measure ATOD use, delinquency, and school problems, or might measure several different aspects of family functioning.

Standardized Youth Survey, Public/Commercial, Multiple Topics: This kind of survey is commercially or publicly available, is designed for students in grades K-12, and measures students on a variety of topics.

Youth Survey, Developed for Program, Multiple Topics: This kind of survey is developed specifically for use in the program being reported on, is designed for students in grades K-12, and measures students on a variety of topics.

Standardized Adult (Household) Survey, Public/Commercial, and Multiple Topics: This kind of survey is commercially or publicly available, is designed for adults, and measures the adults on a variety of topics.

Adult (Household) Survey, Developed for Program, Multiple Topics: This kind of survey is developed specifically for use in the program being reported on, is designed for adults, and measures the adults on a variety of topics.

### *Archival Indicators*

Standardized Washington Archival Indicators (RDA): Data supplied by state office known as Research and Data Analysis.

Archival Indicators Developed by Program: Data specific to the activities of the program.

School Data (School Grades, Attendance, Incident Reports &/or Disciplinary Actions): Data provided by schools to programs as archival indicators.

Other DataBase Serving as an Archival Indicator: Any other database that is being used as an indicator of participant change or participant characteristics, or measuring the effect on participants of the program.

### *Specialized Surveys*

Surveys in this category collect information on only one or two specific topics. For example, the survey might measure drug use only, or might measure a specific risk factor.

Teacher Reports on Student's Behavior (Standardized or Developed by Program): Records teacher's impressions of student's behavior.

Parent Report on Children's Behavior (Standardized or Developed by Program): Records parent's impressions of children's behavior.

Coalition Assessment Tool: Assesses perceptions of coalition-building activities and interrelations.

Participant Satisfaction Survey: Measures participant satisfaction with the program they received.

Focus Group Findings: Records the findings of a group of people. Groups representative of the community or a specific group within that community provide the information base.

Key Informant Findings: Records the findings of individuals selected from the community.

Other Specialized Survey: Any other survey.

### *Program Process Indicators* (not reported in PAR, but used to measure process outcomes)

These are measures that indicate something about how the program was functioning or the demographics of the participants themselves.

Measures of Program Goals or Processes: Measures characteristics of the program, such as the number of meetings, number of participants, number of brochures handed out, or the demographic characteristics of the participants.

Program Documentation: Use this category when the program's goals are reflected in specific documents (except for budget documentation). This includes things like school board resolutions or new policies and procedures manuals.

Budget Documentation: Use this category when the program's goals are reflected in specific budget documents. For example, program success might be measured with lower costs in a budget due to school vandalism.

# **Appendix J**

## **CM Program Measurement Tools**

# COMMUNITY MOBILIZATION SCORECARD

1. Active members of the community share a sense of connectedness or belonging.

\_\_0\_\_ Not at all (Individuals do not identify with the community.)

\_\_1\_\_

\_\_2\_\_ Somewhat (Individuals sense some degree of connectedness.)

\_\_3\_\_

\_\_4\_\_ To a high degree (Individuals feel fully connected to the community.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

2. Active members acknowledge their mutual importance to, and concern for, each other.

\_\_0\_\_ Not at all (Members do not recognize their interdependence.)

\_\_1\_\_

\_\_2\_\_ To some degree (Members exhibit occasional reliance on one another.)

\_\_3\_\_

\_\_4\_\_ To a high degree (Members depend heavily on each other for mutual success.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

3. Active members profess common beliefs, shared values, and shared emotional ties.

\_\_0\_\_ Not at all (Individual aspirations predominate.)

\_\_1\_\_

\_\_2\_\_ To some degree (Members share some common aspirations.)

\_\_3\_\_

\_\_4\_\_ To a high degree (Common aspirations dictate the activities of the community.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

4. Active members come together to bond and network.

\_\_0\_\_ Not at all (Members of the community never congregate.)

\_\_1\_\_

\_\_2\_\_ Somewhat (Members of the community occasionally congregate.)

\_\_3\_\_

\_\_4\_\_ To a high degree (Members of the community frequently congregate.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

5. Active members accept mutual responsibility for sustaining or enhancing the quality of their interrelationships.

\_\_0\_\_ Not at all (The long-term survival of the group effort is not of concern.)

\_\_1\_\_

\_\_2\_\_ To some degree (A small subgroup accepts responsibility for long-term survival.)

\_\_3\_\_

\_\_4\_\_ To a high degree (All members show continued concern for the success and growth of the group.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

6. The mobilization effort is guided by sustained leadership.

\_\_0\_\_ Not at all (Leaders have not emerged to endorse, support, and guide the effort.)

\_\_1\_\_

\_\_2\_\_ To some degree (Leaders come in and out of the process.)

\_\_3\_\_

\_\_4\_\_ To a high degree (Strong and constant individual/distributive leadership is evident.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

7. The mobilization effort is formalized.

  0   Not at all (There are no written rules, roles, or procedures to guide the effort.)

  1  

  2   To some degree (There are some written rules, roles, and procedures to guide the effort.)

  3  

  4   To a high degree (There are many written rules, roles, and procedures to guide the effort.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_

8. Community members have incentives to participate in the mobilization effort.

  0   Not at all (Active members perceive that the costs of participating outweigh the benefits.)

  1  

  2   To some degree (Members perceive benefits as somewhat outweighing costs of participating.)

  3  

  4   To a high degree (Members perceive benefits as greatly outweighing costs of participating.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_

9. Active members communicate with each other and the media to share information.

  0   Not at all (Active members rarely communicate with each other or with the media.)

  1  

  2   To some degree (Members occasionally communicate with each other and the media.)

  3  

  4   To a high degree (Members frequently and openly communicate with each other and the media.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_

10. Participants have the organizational know-how to mobilize the community.
- \_\_0\_ Not at all (None of the participants has any experience pulling together a community.)
- \_\_1\_
- \_\_2\_ To some degree (At least one participant has some experience pulling together a community.)
- \_\_3\_
- \_\_4\_ To a high degree (At least one participant has much experience pulling together a community.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_

11. The mobilization effort has behind-the-scenes support.
- \_\_0\_ Not at all (There are no paid staff or volunteers who provide logistical/technical support.)
- \_\_1\_
- \_\_2\_ To some degree (Paid staff or volunteers provide some logistical/technical support.)
- \_\_3\_
- \_\_4\_ To a high degree (Paid staff or volunteers provide much logistical/technical support.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_

12. This community mobilization effort has a specific set of goals and associated timeline.
- \_\_0\_ Not at all (No goals are articulated.)
- \_\_1\_
- \_\_2\_ To some degree (Some of the goals are clearly articulated and tied to dates.)
- \_\_3\_
- \_\_4\_ To a high degree (All the goals are clearly defined and articulated with associated dates.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_



13. This mobilization effort has a feasible plan of action.

\_\_0\_\_ Not at all (Members are muddling through with no plan of action.)

\_\_1\_\_

\_\_2\_\_ To some degree (Some components of a plan exist, but the plan lacks integrity and completeness.)

\_\_3\_\_

\_\_4\_\_ To a high degree (A strategic plan exists that systematically builds toward goal attainment.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

14. Active members have the capabilities and access to the needed resources to implement the plan.

\_\_0\_\_ Not at all (Members have no access to the necessary skills and resources.)

\_\_1\_\_

\_\_2\_\_ To some degree (Members possess some of the necessary skills and resources.)

\_\_3\_\_

\_\_4\_\_ To a high degree (Members possess all the necessary skills and resources.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

15. There is broad-based citizen participation in the effort, including those most affected by the proposed changes.

\_\_0\_\_ Not at all (Only a few individuals with a specific agenda are involved.)

\_\_1\_\_

\_\_2\_\_ To some degree (Several segments of the population, including those affected, are involved.)

\_\_3\_\_

\_\_4\_\_ To a high degree (There is broad participation from all segments of the population.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score: \_\_\_\_\_**

16. Participants have passion for immediate action.

\_\_0\_\_ Not at all (Participants devote all their energies to developing long-term plans.)

\_\_1\_\_

\_\_2\_\_ To some degree (Participants are aiming for some immediate successes.)

\_\_3\_\_

\_\_4\_\_ To a high degree (The mobilization strategy focuses on short-terms wins.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_

17. Active members are oriented toward high-performance team functioning.

\_\_0\_\_ Not at all (Members prefer to work alone to get things done.)

\_\_1\_\_

\_\_2\_\_ To some degree (Members occasionally pull together when necessary.)

\_\_3\_\_

\_\_4\_\_ To a high degree (Members regularly work together to get tasks done.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_

18. Active members are arranging opportunities (or developing a system) for members to dialogue and seek solutions to real or perceived areas of conflict (e.g., turf issues, competition).

\_\_0\_\_ Not at all (There are no opportunities to seek solutions about conflict.)

\_\_1\_\_

\_\_2\_\_ To some degree (Occasionally there are opportunities for dialogue about conflict.)

\_\_3\_\_

\_\_4\_\_ To a high degree (There is a system in place and/or many opportunities to dialogue

and seek solutions about conflict.)

If less than 4, what can be done to increase the score? Suggestion:

**New Score:** \_\_\_\_\_

19. Active members discuss how the group will remain accountable to the community without duplicating efforts.

\_\_\_0\_\_\_ Not at all (There are no discussions about remaining accountable to the community.)

\_\_\_1\_\_\_

\_\_\_2\_\_\_ To some degree (There are some discussions about remaining accountable to the community.)

\_\_\_3\_\_\_

\_\_\_4\_\_\_ To a high degree (There are many discussions about remaining accountable to the community without duplicating efforts.)

If less than 4, what can be done to increase the score? Suggestion:

<b>New Score:</b> _____
-------------------------

### Compute:

Sense of Community score (Items 1 through 5)

Score: \_\_\_\_\_

Mobilization Capacity score (Items 6 through 11)

Score: \_\_\_\_\_

Readiness for Focused Action score (Items 12 through 17)

Score: \_\_\_\_\_

Conflict Resolution score (Items 18 through 19)

Score: \_\_\_\_\_

**Total:** \_\_\_\_\_

**A. Narrative for four areas of the CM Scorecard** (based on direct quotations from the interviews, analysis, and other information concerning how effectively you are mobilizing active members of the community.)

**I. Sense of Community (Among active members)**

**II. Mobilization Capacity (Among active members)**

### **III. Readiness for focused Action (Among active members)**

### **IV. Conflict Resolution (Among active members)**

**Description of Informants** (Background information about who you interviewed, but not directly identifying your informants. You should interview your core board, plus other active members of the community about how effectively you are mobilizing active members of the community.)

**Revised:** September 25, 2002

## GENERAL INSTRUCTIONS FOR COMMUNITY MOBILIZATION SURVEYS

- I. The same survey should be administered twice, at the beginning and the end of the targeted program.
- II. Please carefully explain the instructions to the participants. This may mean rephrasing in age-appropriate language.
- III. These surveys should be folded-in with your other questionnaires.
- IV. Identify participants who completed the pre-program survey from their birth date. Give the post-program survey only to those persons who completed the pre-program survey.
- V. The last, post-program surveys should be returned to OCD by the last working day of May 2003. When you mail your surveys, please separate your pre- from your post-program surveys.
- VI. A computer-assisted scanner will tabulate the surveys. Only use the survey forms provided by OCD.
- VII. **Photocopies of the surveys will not work!** If you need additional copies, please request them from the evaluator at OCD. (Daniel Amos: 360/ 725-3037; [daniela@cted.wa.gov](mailto:daniela@cted.wa.gov))
- VIII. Do not write on the survey forms outside of the areas for marking items.
- IX. Do not staple the survey forms.
- X. Do not tear the survey forms.
- XI. Please do not wrinkle or fold the survey forms.
- XII. Do not use “white-out” on the survey forms.
- XIII. Do not spill ketchup on the survey forms.
- XIV. Do not draw pictures of your least-loved relatives on the survey forms.
- XV. The survey form is your friend and mine. Please be kind.

**FAMILY TENSION MEASURE**  
**(Proto-Type: NOT for use)**

- A. Birth Date:                      Month                      Day                      Year
- B. Today's Date:                      Month                      Day                      Year
- C. Gender:                      Female                      Male
- D. Ethnicity: a. African American b. Asian    c. American Indian or Alaska Native  
d. Hispanic or Latino    e. Native Hawaiian or Pacific Islander    f. Multi-Ethnic  
g. White or Caucasian

Instructions: This is not a test, so there are no right or wrong answers to the questions below. We would like to find out how you would rate the mood of your family. Please show how you would rate the tension among family members, as a group, today.

Examples of "high tension"

- Family conversations and communications seems difficult and strained
- Family members "on edge" and impatient with each other
- Overall family mood is negative, hostile, and not agreeable

Examples of "low tension"

- Family conversations and communications are open and positive
- Family members are peaceful and friendly
- Over family mood is very warm, affectionate, humorous and optimistic.

0	0	0	0	0	0	0	0	0	0
1-Low tension				5					10-High tension



**Individual/Peer Domain**  
**(Proto-Type: NOT for use)**

- A. This is not a test, so there are no right or wrong answers.
- B. The questions should be answered by marking one of the answer spaces. If you don't find an answer that fits exactly, use one that comes closest. If any question does not apply to you, or you are not sure of what it means, just leave it blank.
- C. Your answers will be read by a computer. Please follow these instructions carefully.
- Use a pencil only.
  - Mark heavy marks inside the bubbles.
  - Erase cleanly any answer you wish to change.
  - Make no other markings or comments on the answer pages.

- D. Some of the questions have the following format. Please mark in the bubble **one** of the four words that best describes how you feel about that sentence.

**EXAMPLE:** Pepperoni pizza is one of my favorite foods.

<b>NO!</b>	no	yes	<b>YES!</b>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Mark (the Big) **YES!** if you think the statement is definitely true for you.

Mark (the little) yes if you think the statement is mostly true for you.

Mark (the little) no if you think the statement is mostly not true for you.

Mark (the Big) **NO!** if you think the statement is definitely not true for you.

- E. Birth date:                      Month                      Day                      Year
- F. Today's Date:                      Month                      Day                      Year
- G. Gender:                      Female    Male
- H. Ethnicity: a. African American                      b. Asian                      c. American Indian or Alaska Native                      d. Hispanic or Latino                      e. Native Hawaiian or Pacific Islander                      f. Multi-Ethnic                      g. White or Caucasian

1. I do the opposite of what people tell me, just to get them mad.  
NO!                      no                      yes                      YES!

2. I ignore the rules that get in my way.  
NO!                      no                      yes                      YES!

3. I like to see how much I can get away with.  
NO!                      no                      yes                      YES!

4. Sometimes I think that life is not worth it.  
NO!                      no                      yes                      YES!

5. At times I think I am no good at all.  
NO!                      no                      yes                      YES!

6. All in all, I am inclined to think that I'm a failure.  
NO!                      no                      yes                      YES!

7. In the past year have you felt depressed or sad MOST days, even if you felt OK sometimes?  
NO!                      no                      yes                      YES!

# **Focus Groups Community Mobilization Evaluation Training August and September 2002**

## **(SCHOOL DOMAIN)**

### **Moderating Introduction**

Moderating is more of an art than a skill. It is less about techniques and more about ways of being with people. Moderating takes place before, during, and after an interview. It is the relationship that is created with people during the course of organizing and conducting a focus group.

#### **Be Yourself**

The moderator should be herself or himself when conducting the focus group interview. Style is not as important as the confidence and comfort level of the moderator. Moderators are responsible for getting informants to produce information during an interview. This is done through speech, body language, focusing the attention of the informants, and all the other things that people do to influence human interaction. Let your unique personality work together with the people in the focus group.

#### **Try To Be Neutral**

A moderator should try to be neutral and not impose his or her biases on the informants. Avoid giving the impression that some responses are correct and others are incorrect.

- Divest yourself of personal involvement in the topic or program under study.
- Do not reinforce ideas or feedback with “good” or other judgmental terms. That is, you don’t want the informants to think that they have answered the “correct” answer, or even that there is a correct answer.
- Give serious attention to all comments.
- Avoid having favorites in the group. For example, “Ellen, I know that you’ll give me a good answer for this one.”
- Introduce questions about Community Mobilization’s substance and violence prevention programs in a neutral manner. Try not to say things like, “We have poured our blood, sweat, and tears into this substance abuse program for the past ten years. What do you think of our program?”

- Expect transference and be willing to use it. Informants may say, “Some people won’t like this” or “You’ve probably heard this before, no doubt.” Probe to learn why they think that is true, and what they feel about it.
- Be careful with self-disclosures. Self-disclosures, while helping to create bonding with the informants, may influence the data.

### A Moderator Is A Facilitator

A moderator facilitates the discussion and follows the discussion. The moderator enables informants to fully express themselves. Facilitation includes:

- Creating safety
- Active listening
- Keeping the discussion on track
- Making sure all the informants are heard

### The Moderator’s Facilitation Toolkit

There are a variety of skills and techniques that may be used to facilitate focus groups.

- Projective techniques may be used to get at emotional issues.
- Eye contact may be used to either encourage (by maintaining) or discourage (by breaking) responses.
- Where the moderator sits or stands can influence the group. Sitting among the informants creates a sense of camaraderie; sitting outside the group circle encourages discussion among the participants themselves; standing next to a talkative respondent can get them to quiet down; moving during the group can raise the group’s energy level.
- Silence or pausing can be used to get answers to difficult and sensitive questions.
- Card sorts may be used to foster group activity.
- Writing on a board or easel reinforces detachment and listening.
- Visualizations may help encourage creativity, as does working with art, writing or telling stories or encouraging respondents to think in alternative ways.

- Sometimes leaving the room may help the group bond together more tightly.
- Use the group fully. Avoid too many individual or written tasks. Let the group work as a group.
- Splitting the groups into pairs (dyads) can be used to flesh out an idea.
- In fact, if you are planning on working with youthful informants, you may want to use dyads instead of groups. It is especially useful to pair two friends together.

## **Appendix K**

### **“Communities That Care” The Risk and Protective Factor Model**

# Communities That Care®

## Adolescent Problem Behaviors

RISK FACTORS	Substance Abuse	Delinquency	Teen Pregnancy	School Drop-Out	Violence
<b>Community</b>					
Availability of Drugs	✓				✓
Availability of Firearms		✓			✓
Community Laws and Norms Favorable Toward Drug Use	✓	✓			✓
Media Portrayals of Violence					✓
Transitions and Mobility	✓	✓		✓	
Low Neighborhood Attachment and Community Disorganization	✓	✓			✓
Extreme Economic Deprivation	✓	✓	✓	✓	✓
<b>Family</b>					
Family History of the Problem Behavior	✓	✓	✓	✓	✓
Family Management Problems	✓	✓	✓	✓	✓
Family Conflict	✓	✓	✓	✓	✓
Favorable Parental Attitudes And Involvement in the Problem Behavior	✓	✓			✓
<b>School</b>					
Academic Failure Beginning in Late Elementary School	✓	✓	✓	✓	✓
Lack of Commitment to School	✓	✓	✓	✓	✓
<b>Individual/Peer</b>					
Early and Persistent Anti-social Behavior	✓	✓	✓	✓	✓
Rebelliousness	✓	✓		✓	
Friends Who Engage in the Problem Behavior	✓	✓	✓	✓	✓
Favorable Attitudes Toward the Problem Behavior	✓	✓	✓	✓	
Early Initiation of the Problem Behavior	✓	✓	✓	✓	✓
Constitutional Factors	✓	✓			✓

		Protective Factors					Developmental Period	Page #
Risk Factor Addressed	Program Strategy	Healthy Beliefs & Clear Standards	Bonding	Opport.	Skills	Recog.		
Community Domain	Availability of Drugs	Community/School Policies	✓	✓	✓	✓	All	136
	Availability of Firearms	Community/School Policies	✓				All	136
	Community Laws and Norms Favorable Toward Drug Use	Classroom Curricula for Social Competence	✓		✓		6-14	65
		Community Mobilization	✓	✓	✓	✓	All	132
		Community /School Policies	✓	✓	✓	✓	All	136
		Policing Strategies	✓				All	140
	Media Portrayals of Violence							
	Transitions and Mobility	Organizational Change in Schools	✓	✓	✓	✓	6-18	45
	Low Neighborhood Attachment and Community Disorganization	Community Mobilization	✓	✓	✓	✓	All	132
		Policing Strategies	✓				All	140
		Organizational Change in Schools	✓	✓	✓	✓	All	45
		Classroom Curricula for Social and Emotional Competence Promotion	✓		✓		11-14	65
	Extreme Economic Deprivation	Prenatal and Infancy Programs	✓	✓	✓	✓	Prenatal-3	4
		Youth Employment with Education	✓	✓	✓	✓	All	128

		Protective Factors					Developmental Period	Page #
Risk Factor Addressed	Program Strategy	Healthy Beliefs & Clear Standards	Bonding	Opport.	Skills	Recog.		
Family Domain	Family History of the Problem Behavior	Prenatal/Infancy Programs	✓	✓	✓	✓	Prenatal-2	4
	Family Management Problems	Prenatal/Infancy Programs	✓	✓	✓	✓	Prenatal-2	4
		Early Childhood Education	✓	✓	✓	✓	3-5	14
		Parent Training	✓	✓	✓	✓	Prenatal-14	25
		Family Therapy	✓	✓	✓	✓	6-14	41
	Family Conflict	Marital Therapy	✓	✓	✓	✓	Prenatal	2
		Prenatal/Infancy Programs	✓	✓	✓	✓	Prenatal-2	4
		Parent Training	✓	✓	✓	✓	Prenatal-14	25
		Family Therapy	✓	✓	✓	✓	6-14	41
	Favorable Parental Attitudes and Involvement in the Problem Behavior	Prenatal/Infancy Programs	✓	✓	✓	✓	Prenatal-2	4
		Parent Training	✓	✓	✓	✓	Prenatal-14	25
		Community/School Policies	✓	✓	✓	✓	All	136



		Protective Factors					Developmental Period	Page #
Risk Factor Addressed	Program Strategy	Healthy Beliefs & Clear Standards	Bonding	Opport.	Skills	Recog.		
School Domain	<b>Academic Failure Beginning in Late Elementary School</b>	Prenatal/Infancy Program	✓	✓	✓	✓	Prenatal-2	4
		Early Childhood Education	✓	✓	✓	✓	3-5	14
		Parent Training	✓	✓	✓	✓	Prenatal-10	25
		Organizational Change in Schools	✓	✓	✓	✓	6-18	46
		Classroom Organization, Management and Instructional Strategies	✓	✓	✓	✓	6-18	46
		Classroom Curricula for Social and Emotional Competence Promotion	✓	✓	✓	✓	6-14	65
		School Behavior Management Strategies	✓		✓	✓	6-14	98
		Youth Employment with Education	✓	✓	✓	✓	15-21	129
	<b>Lack of Commitment To School</b>	Early Childhood Education	✓	✓	✓	✓	3-5	14
		Organizational Changes in Schools	✓	✓	✓	✓	6-18	46
		Classroom Organization, Management and Instructional Strategies	✓	✓	✓	✓	6-18	51
		School Behavior Management Strategies	✓		✓	✓	6-14	98
		Mentoring	✓		✓	✓	11-18	122
		Youth Employment with Education	✓	✓	✓	✓	15-21	129

		Protective Factors					Developmental Period	Page #
Risk Factor Addressed	Program Strategy	Healthy Beliefs & Clear Standards	Bonding	Opport.	Skills	Recog.		
Individual/Peer Domain	<b>Early and Persistent Anti-social Behavior</b>	Early Childhood Education	✓	✓	✓	✓	3-5	14
		Parent Training	✓	✓	✓	✓	Prenatal-10	25
		Family Therapy	✓	✓	✓	✓	6-18	41
		Classroom Organization, Management and Instructional Strategies	✓	✓	✓	✓	6-18	51
		Classroom Curricula for Social and Emotional Competence Promotion	✓	✓	✓	✓	6-14	65
		School Behavior Management Strategies	✓	✓	✓		6-14	98
		Afterschool Recreation Programs	✓	✓	✓	✓		118
		Mentoring	✓	✓	✓	✓	11-18	122
	<b>Rebelliousness</b>	Family Therapy	✓	✓	✓	✓	6-14	41
		Classroom Curricula for Social Competence Promotion	✓	✓	✓	✓	6-14	65
		School Behavior Management Strategies	✓		✓	✓	6-14	98
		After-school Recreation	✓	✓	✓	✓	6-10	118
		Mentoring	✓		✓	✓	11-18	122
		Youth Employment with Education	✓	✓	✓	✓	15-18	128

	Risk Factor Addressed	Program Strategy	Protective Factors					Developmental Period	Page #
			Healthy Beliefs & Clear Standards	Bonding	Opport.	Skills	Recog.		
Individual/Peer Domain	Friends Who Engage in the Problem Behavior	Parent Training	✓	✓	✓	✓		6-14	25
		Classroom Curricula for Social Competence Promotion	✓	✓	✓	✓	✓	6-14	65
		After-school Recreation	✓	✓	✓	✓	✓	6-14	118
		Mentoring	✓		✓		✓	11-18	122
	Favorable Attitudes Toward the Problem Behavior	Classroom Curricula for Social Competence Promotion	✓	✓	✓	✓	✓	6-14	65
		Community/School Policies							136
	Early Initiation of the Problem Behavior	Parent Training	✓	✓	✓	✓	✓		25
		Classroom Organization Management and Instructional Strategy	✓	✓	✓	✓	✓	6-10	51
		Classroom Curricula for Social Competence	✓	✓	✓	✓		6-14	65
		Community/School Policies	✓					All	136
	Constitutional Factors	Prenatal/Infancy Programs	✓	✓	✓	✓	✓	Prenatal	4

# **Appendix L**

## **CMAC Policies and Procedures**

# **Community Mobilization Advisory Committee**

## **Policy and Procedures**

**April 5, 2001**  
**(Revision September 2002)**

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# COMMUNITY MOBILIZATION ADVISORY COMMITTEE

## **Policies and Procedures**

### **April 5, 2001**

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### **Mission**

The Community Mobilization Program's Mission is to effectively address the problem of substance abuse and violence by promoting:

Collaboration, Cooperation, Communication,  
Commitment, and Cultural Competency

### **Purpose**

The purpose of the Community Mobilization Advisory Committee (CMAC) is to promote the mission of Community Mobilization at the community and state levels.

### **Responsibilities**

The Community Mobilization Advisory Committee (CMAC) will:

- ▲ Develop recommendations for policy strategies for state Community Mobilization regarding substance abuse and related issues.
- ▲ Advise the Community Mobilization Coordinators and staff on emerging substance abuse issues and trends.
- ▲ Develop recommendations regarding state and federal funding sources for the Community Mobilization Program.
- ▲ Facilitate dialogue and communication between Community Mobilization staff, Coordinators, and the various regions regarding community Mobilization programs, issues, ideas, and trends.
- ▲ Develop expectations of each CMAC member.
- ▲ Develop relationships between CMAC and the representative Region.

### **Vision**

The Community Mobilization Advisory Committee promotes and supports the Community Mobilization Program, and advises and provides sound recommendations to improve the effectiveness of the program so that communities across the state are free from substance abuse, violence, and all its related social ills.

## **Membership**

**Selection:** Each region shall have two representatives and one alternate. Elections will be held at the last meeting of the contract year prior to the CMAC Retreat or the Annual All-State Community Mobilization meeting, whichever comes first. The CM representative from King County will also participate as a member of the CMAC.

**Continuity:** The CMAC representatives are responsible to ensure that elections take place in a timely manner.

Incoming CMAC members begin service effective July 1<sup>st</sup> of the year they are elected.

**Terms:** Each Region shall determine the terms for their CMAC representatives. At the October 1998 State meeting, the Regions made the following decisions:

Region 1:	Terms are to be flexible.
Region 2:	No need for term limits or staggered terms
Region 3:	Adopted staggered terms but no term limits
Region 4:	Adopted staggered, two-year terms.

**Representation:**

A minimum of two members shall be elected from each Region.

**See Appendix for a list of Community Mobilization Advisory Committee (CMAC) members.**



## **Leadership**

Decision-Making: Refer to OCD staff, Community Mobilization Policies and Procedures, CMAC Policies and Procedures and Region input.

Process for handling quick decisions: OCD staff and the Chair of the CMAC (and others as time permits) shall confer on issues that are pertinent to Community Mobilization.

## **Planning**

The CMAC shall meet every two years to plan and prioritize future issues for Community Mobilization by developing a work plan and schedule. (See the 1998 CMAC Work Plan.)

## CMAC Meetings

Who can convene CMAC meetings?

The Chair and Vice-Chair are responsible to convene meetings; however, OCD staff must approve the meeting.

If Regional Representatives see a necessity to call a meeting, the request must be submitted to the CMAC Chair, and approved by OCD staff.

How often should the CMAC meet?

The CMAC shall meet at least five times during a calendar year.

Schedule meetings for one year out

*Meetings shall be held during the months of February, April, June, September, and November. Additional meetings and/or adjustments to this will be added/changed as needed.*

Who can attend CMAC meetings?

Elected Regional Representatives and OCD staff comprises the CMAC. Elected Representatives will be reimbursed for costs associated with attending CMAC meetings and other duties. CM Coordinators may attend the CMAC meetings at the expense of their own agency.

**See Appendix for schedule of CMAC meetings.**

## **Operating Procedures**

### **Configuration of CMAC and Selection of Representatives:**

The CMAC is comprised of two representatives, and one alternate per contractor region. Representatives shall be elected at the Annual All-State Contractors meeting in October.

### **If a CMAC member resigns, how are they replaced?**

In the event of the resignation of a CMAC member, the alternate will take over the elected regional representative's position for the remainder of the term.

### **Selection and Term of Chair and Vice-Chair:**

Selection of Chair and Vice-Chair will be by a simple majority vote within the CMAC.

The terms of the Chair and Vice-Chair will be for two years. They will be elected at the first CMAC meeting after election of the CMAC representatives each July. They may be re-elected for another term.

**Voting:** The CMAC members prefer to make decisions by consensus. However, the CMAC may choose to use Roberts Rules of Order.

**Proxies:** A proxy vote will not be permitted.

### **Reimbursement:**

Per Diem and mileage costs (state rates) incurred by a CMAC Representative will be reimbursed by OCD. Other costs incurred must have prior approval by OCD staff. All receipts are due two weeks after CMAC meetings or other functions related to CMAC or the Community Mobilization Program.

### **Participation by non-CMAC members**

Employees of State Agencies and others may participate at the CMAC meetings at the invitation of CMAC or OCD.

Regional Coordinators may participate at their own expense; however they must apprise their Regional Representative or OCD staff of their attendance. This will allow OCD to make necessary adjustments to accommodate additional attendance.

### **Regional autonomy vs. top down directives**

Regional Coordinators are expected to respond in the affirmative, negative, or abstain when policies are provided by OCD.

Decisions will be made based on input from Regional Coordinators, CMAC representatives, and other information obtained by the OCD staff.

### **CMAC's role with local coordinators who need information**

CMAC Representatives will coordinate and inform local coordinators when in need of information. When information needed is in regard to their individual grants, contact shall be made with the Coordinator's Regional OCD staff member.

**Section D**  
**(Continued)**

Ground Rules:

In keeping with the spirit of Community Mobilization and grass roots efforts, ground rules shall be established by the CMAC at the first meeting after the all-state meeting. Basic fundamentals, which will be used, are as follows:

1. There will be an agenda
2. The Chair, or vice-chair in absence of the Chair, will facilitate the meeting.
3. If both are absent, OCD shall select an alternate prior to the meetings.
4. The Chair shall facilitate the meeting in an orderly manner.
5. It is the responsibility of the CMAC members to honor the ground rules. Side talking should be kept to a minimum
6. An OCD staff person will record minutes.

## Regions and Region Meetings

### Expectations of local Coordinators

See roles of CM Coordinators for information to be added here.

### Configuration of Regions

The 39 counties are divided into four regions: Regions 1, 2, 3, and 4

#### **Region 1 Coordinators represent:**

Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Kitsap, Lewis, Mason, Pacific, Pierce, Thurston, and Wahkiakum

#### **Region 2 Coordinators represent:**

Island, King, San Juan, Skagit, Snohomish, and Whatcom

#### **Region 3 Coordinators represent:**

Adams, Asotin, Chelan/Douglas, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.

#### **Region 4 Coordinators represent:**

Benton/Franklin, Columbia, Kittitas, Klickitat, Skamania, Walla Walla, and Yakima

### ***How often should the Regions meet?***

Regions shall meet during March, June, and September during a calendar year. Additional meetings may be called as needed.

When possible, the four regions shall meet during a two-week time frame during the meeting month.

### ***CMAC and Region meetings relationship***

CMAC members shall share applicable information with Region Coordinators [after CMAC meetings and in preparation for Region meetings] in a clear, effective and timely manner. CMAC members may use the FAX tree, e-mail, telephone, and/or telephone conference call.

If appropriate, CMAC members shall seek input from the respective regional members concerning emerging program developments and issues.

### Conference calls by other coordinators (region meetings)

CMAC representatives, in cooperation with OCD staff, may schedule a Regional meeting. Regional Coordinators may meet together in person, telephone conference call, or other method agreeable to the Region Coordinators.

**See Appendix for schedule of Regional meetings.**

### Subcommittees/Task Forces

If the CMAC determines the need for a Subcommittee or Task Force, the CMAC Chair shall ask for volunteers. If there are no volunteers, the Chair shall name the members of the Subcommittee or Task Force and call or meet with them regarding the assignment. The Chair of CMAC, or a designee, will be an ex officio member of each Subcommittee/Task Force.

The designated Subcommittee/Task Force will develop a workplan, which will be approved by the CMAC. The Chair, or designee, of the Subcommittee/Task Force will attend CMAC meetings to report activities and recommendations. Information will flow from the Subcommittee/Task Force to CMAC (Regional Representatives), to the Regions. Input from the regions will flow back through the Regional Representatives to the CMAC to the Subcommittee/Task Force. Upon completion of the assignment, the Subcommittee/Task Force shall be dissolved.

#### CMAC's role

- Provide purpose statement, guidelines and parameters for Subcommittee/Task Force operations;
- Review and oversee the work of the Subcommittee/Task Force.

#### OCD staff's role:

- Be available to support Subcommittee/Task Force by assisting with process and tasks;
- Facilitate information flow;
- Assist with committee lists, "listservs," CM Web Page, and other administrative tasks;
- Ensure that Subcommittee/Task Force is on the CMAC agenda as appropriate;
- Reimburse Subcommittee/Task Force Chair or designee travel costs to attend CMAC meetings.

## **Agendas**

### **Should we have an agenda?**

An agenda will be provided for each meeting.

### **How will the agendas be developed?**

The OCD Staff and the CMAC Chair will confer about the CMAC meeting agenda. Standard items, which will be noted on the agenda, are:

- Funding issues
- State and Federal issues
- Pertinent Reports from other Community Mobilization or OCD agencies or partners

# Emerging Issues

### State and Federal Legislative Issues

The state and federal policymakers discuss substance abuse and violence issues almost every year. Since CM Coordinators work closely with these issues, contractors can provide a unique “community-level” perspective to policy makers on the effects of proposed legislation. CM Coordinators will provide their elected officials information on the “real-world” implications of proposed legislation.

Although CM Coordinators should provide policymakers with information on the effects of proposed legislation, Coordinators should not advocate for or against legislation. The use of CM resources to lobby for or against legislation (including initiatives) *is prohibited* by the CM contract.

### OCD’s Role

During the legislative session, OCD will regularly update and distribute to CM contractors an objective “quick analysis” briefing paper on proposed legislation related to substance abuse and violence. The briefings will provide short descriptions of proposed legislation. CM contractors should not hesitate to call OCD staff if they have questions about a particular piece of legislation.

### Issues from the Field

CM Contractors are also affected by changes occurring within OCD and by local issues. Again, contractors can provide the unique perspective from a “community” level. By communicating with CM Regional Representatives and local decision-makers, CM Coordinators play an important role in providing information on the local impacts of policy changes and decisions.

### CMAC’s Role

CMAC will track emerging issues on an ongoing basis (e.g., as a regular CMAC agenda item). Recommendations by CMAC to address emerging issues will be presented to OCD staff and to the CM Coordinators by way of regular communication (CMAC meetings, Regional meetings, CMAC minutes, etc.)

### How to Bring an Emerging Issues to the CMAC

Local CM Contractors may identify an emerging issue to CMAC by requesting the issue be submitted as an Emerging Issue agenda item. This can be done in the following ways:

- As an agenda item at regional meetings;
- By contacting the CM regional representative;
- By contacting the CMAC chair; or
- By contacting OCD staff.

It is suggested that such issues be submitted in writing to ensure accuracy in interpretation of the issue and to ensure that the item is addressed.



## **CM Staff “Quick Decision” Process**

As a result of discussions at the August, 1998, Community Mobilization Advisory Committee Planning meeting, it was agreed that a “Quick Decision” process would be recorded for those times when CM staff must make a decision or otherwise address an issue that is time sensitive in nature.

Since it is difficult to gauge just exactly what types of issues may arise, the following types of actions may be taken, at the discretion of CM staff. Regardless of the action taken, it is agreed that CM staff will do their best to use e-mail, faxes, or phone calls to ensure that the CMAC and/or all CM Coordinators, as appropriate, are informed of emerging developments. CM staff will report the “who, what, when, where, and why” of the issues discussed.

Concerning emergent, time-sensitive issues, CM staff will determine which of the following options are appropriate:

- 1) Conferring with the CMAC Chair and/or Vice-Chair concerning emergent issues;
- 2) Conferring with all CMAC members via telephone, e-mail, or fax;
- 3) Scheduling a CMAC conference call when it is felt that wider discussion is needed;
- 4) Working with the OCD agency to elicit advice, support, information, and/or action concerning an issue; and
- 5) Calling upon CM Coordinators not currently serving on the CMAC, who may have particular expertise in a given area.

## **Community Mobilization and Other Groups**

### **Who represents CM with Other Partners and Policy Makers?**

Other partners: OCD Staff, Representatives from the CMAC, CM Coordinators, and other pertinent people as needed.

Policy Makers: OCD Management and Technical staff, Chair and Vice-Chair of the CMAC, key people from the CM community.

### **What is our relationship with other Advisory groups/committees/councils?**

To be an intentional collaborating partner.

## **Information Flow**

### **Information**

Information shall flow from OCD – CMAC – CM Coordinators and, if applicable, back to OCD. The information shall be by mail, e-mail, FAX, telephone, and other means of distributing information.

### **Networking opportunities**

Regional Coordinators, CMAC members, and OCD staff shall take every opportunity to network with local community leaders, state agency personnel, and others to promote prevention as a means to reduce substance abuse and violence.

### **Issues from local coordinators to CMAC and/or OCD staff**

If a local coordinator has an issue, concern and/or question regarding their application, grant, voucher, or other business concerning their contract, they shall contact their Regional Coordinator at OCD.

If a local coordinator has an issue or concern regarding action taken by the CMAC, they shall contact their regional representative. They may also contact their Regional Representative at OCD.

### **Systems of information flow from OCD to field**

OCD shall provide information to the CM Coordinators through the telephone, fax, e-mail, and at regional and state meetings.

### **Information to CMAC--to Coordinators -- how clear and how complete is the information**

The information from CMAC representatives to the CM Coordinators shall be timely, clearly written, and complete. The communication shall be made via the telephone, Fax, telephone conference call, e-mail, or in person.

The CMAC representative shall take the necessary steps to make sure the CM representatives from their region have received the information.

**Community Mobilization Program Representative Roles**  
**OCD Staff**  
**CMAC Members**  
**CM Contractors**

To ensure that information flows and expectations are clear between the Community Mobilization Program Contractors, Community Mobilization Advisory Committee (CMAC) members, and OCD staff in an efficient, effective, and timely manner; it is agreed that the following roles, authorities, and responsibilities will be given to each party, as follows:

**Community Mobilization Program Staff (OCD)**

It will be the responsibility of the staff to:

**1) Communicate with Coordinators**

- a. Share information relevant to the CM Program with the CM Coordinators and CMAC members in a timely manner,
- b. Use the most efficient mechanisms available to share such information; i.e., e-mail, FAX, telephone, mail, etc,
- c. Take the lead in arranging for regularly scheduled CMAC meetings,
- d. Attend and participate in regularly-scheduled CMAC meetings,
- e. Work with the CMAC and CM Coordinators, as agreed by the CMAC, and take the lead in arranging for the CM Program annual meeting,
- f. Attend and participate in the CM Program annual meeting,
- g. Work with regional CMAC members to ensure CM Regional meetings are held on a regular basis, and attend such meetings whenever possible, and
- h. Seek input from CM Coordinators on a variety of issues, including but not limited to policy development, funding formulae, program paperwork requirements, etc.

**2) Ensure Program Accountability**

- a. Respond to requests for technical assistance in an appropriate and timely manner,
- b. Include CMAC members and CM Coordinators to the extent practical in determining CM Program policies,
- c. Provide clear information to CM Coordinators concerning program rules, regulations, policies, procedures, and expectations,
- d. Monitor CM programs once every biennium to ensure program rules, regulations, policies, procedures, and contracted activities are appropriately fulfilled, and
- e. Respond to emerging issues of impact to CM and/or ensure that CM Coordinators are informed in order that they may appropriately respond to such issues.

**3) Collaborate at the State level**

- a. Work in collaboration with other state, federal, and local partners to reduce duplication of effort and maximize resources, to the extent possible,
- b. Work in collaboration with other state agency partners to arrange for the annual All-Prevention Providers meeting or such other meeting as determined necessary,
- c. Attend and participate in the annual All-Prevention Providers meeting,

## **Section L (Continued)**

- d. Work in collaboration with other state agency partners to conduct the Student Adolescent Behavioral Health Survey,
- e. Respond to OCD Agency expectations, assignments, and leadership in an appropriate manner, and
- f. Seek to educate and inform policymakers concerning the CM Program.

### **Community Mobilization Advisory Committee Members**

It will be the responsibility of elected Regional CMAC members to:

#### **1) Act as Liaison**

- a. Represent their regional members at CMAC meetings,
- b. Attend and participate in regularly-scheduled CMAC meetings,
- c. Ensure that information discussed at CMAC meetings is shared with their respective regional members in a thorough, effective and timely manner,
- d. Provide input to OCD staff concerning emerging program developments and issues,
- e. Attend regularly-scheduled CM Regional meetings,
- f. Obtain input from their respective regional members concerning emerging program developments and issues,
- g. Educate and inform policymakers concerning the CM program, and
- h. Raise emerging issues of impact to the CM Program with OCD staff and their respective regional members, as appropriate.

#### **2) Coordinate**

- a. Work with OCD staff to arrange for regularly-scheduled CM Regional meetings,
- b. Facilitate the assignment and collection of tasks to regional members, for submission to OCD, as appropriate
- c. Represent the CM Program with program partners, policymakers, etc.
- d. Attend and participate in the annual CM Program meeting, and
- e. Attend and participate in the annual All-Prevention Providers meeting.

### **CM Program Coordinators**

It will be the responsibility of CM Coordinators to:

#### **1) Assistance**

- a. Respond to requests for input, task assignments, and other information to CMAC members and/or OCD staff, as appropriate,
- b. Be responsive to CMAC members in their role as liaison between CM Coordinators and OCD,
- c. Attend and participate in regularly-scheduled CM Regional meetings,
- d. Attend and participate in the annual CM Program Coordinators meeting,
- e. Attend and participate in the annual All-Prevention Coordinators meeting,
- f. Fulfill the CM Program rules, regulations, policies, procedures, and contracted activities,
- g. Consistently and on an ongoing basis, educate and inform policymakers concerning the CM program, and
- h. Represent the CM Program with program partners, policymakers, etc.

## Section L (Continued)

### 2) Represent the CM Program

Whenever possible, CM Coordinators should take advantage of opportunities to educate policymakers on the work being done by the CM program. CM Coordinators are free to discuss their own programs with policymakers. However, when representing the *Community Mobilization Program* as a whole, the following guidelines apply:

- a. Whenever practical, opportunities to testify about CM to state Policy makers should be coordinated through the chair or vice-chair of the Community Mobilization Advisory Committee (CMAC). Coordination allows the program to present a consistent, effective message that addresses the concerns of the whole program.
- b. After testifying and/or meeting with policy makers, CM Coordinators should communicate back to the CMAC what was communicated to the policy makers and what the questions and concerns were. Feedback on exchanges with policy makers can consist of a telephone call, e-mail, etc., with the CMAC, so that the CM program as a whole, can address policy maker concerns.

A regularly updated program fact sheet will be available to all CM Coordinators for use as talking points when making presentations to policy makers.

## **Orientation of New CM Coordinators**

The following documents and procedures should be used in providing orientation to new CM Coordinators.

### Process:

- Information concerning new CM Coordinators will be announced via the listserve, including who is new and their contact information;
- CMAC members will call new CM Coordinators in their regions to welcome them and offer support;
- CM Staff will take the lead on convening CM Coordinator orientation meetings;
- New CM Coordinator orientation meetings should be scheduled every six months if needed;
- Existing CM Coordinators will be asked to lead the discussion on some of the topics that are covered;
- CM Coordinator orientation meetings should be scheduled to last no less than one day.

### Documents:

- CM Application
  - Copy of Abstract from application submitted by their agency
  - Memorandum of Understanding
  - Needs Assessment Forms
  - Outcome Evaluation Efforts
- CM Contract
  - General Terms and Specific Terms
- Reporting Forms
  - Request for Reimbursement [Invoice Voucher]
  - PAR Form and PAR Guide/Web Version
  - CM Activity Report Summary with Samples of One-pagers
  - Program Amendment Forms (explain need for an amendment—include ten percent rule)
- Violence Reduction and Drug Enforcement [VRDE] information
- Safe and Drug-Free Schools and Communities [ED] funding information
- Risk and Protective Factors:
  - Developing Healthy Communities
  - Best Practices and Promising Approaches
  - Communities that Care
  - CM Measurement Compendium
  - Other Evaluation Tools being used
- Board Member Manual by Aspen Publishers, Inc.
- Monitoring Tool
- CM Policies and Procedures
- List of CMAC Members
  - Minutes from last CMAC Meeting
  - CMAC Meeting Schedule
  - CMAC Policies and Procedures
- List of CM Contractors
  - Minutes from the last CM State Meeting
  - Region Meeting Schedule
  - CM Brochures, Fact Sheets, etc.

## Section M (Continued)

- Current Issues papers
- Fund Raising Information – [if desirable]
- Evaluation Form

### Orientation Meeting Agenda:

#### Introduction

#### Overview of Community Mobilization

##### Philosophy and Background

#### Program Expectations

- A. Importance of Community Policy Boards
  - How local decisions are made and priorities set
  - Developing strategies, projects, and activities
  - Importance of measurable goals and objectives
- B. Fiscal
  - Discrete funding
  - Subcontractors
  - Integrating (co-sponsoring) projects
- C. Application
  - Risk/Protective Factors and Needs Assessment
  - Outcome-based, research-based activities that are linked to prioritized risk factors
  - The application workplan
  - Evaluation and measurement tools are identified at time workplan is created
- D. Key Components to the Planning Process
  - The cyclical nature of the planning process
  - The components
  - The results

#### Reporting

- A. PAR forms: when and how completed, how used
- B. Program abstracts and end-of-year summaries: when due and how used
- C. Annual Community Mobilization Activity Report Summary
- D. Outcome measurement and evaluation

#### Meetings

- A. Importance of regional meetings: expectations for attendance
- B. Regional meetings: when held, what they are about, how to get on agenda
- C. All CM contractors' annual meeting: when held, what they are about
- D. CMAC role: CMAC Policies and Procedures

#### Monitoring and Technical Assistance

- A. Purpose of monitoring: make sure programs are on track, establish relationship with staff, board, etc., find out what local program needs from CM staff, help with planning
- B. Availability of technical assistance to local program

#### Questions



## **Orientation of New CMAC Members**

The following documents and procedures should be used in providing orientation to new CMAC members.

### Process:

- Existing CMAC members should be involved as appropriate in the orientation of new CMAC members and alternates;
- Existing CMAC members from the same regions will provide an orientation meeting with new CMAC members and alternates prior to their first CMAC meeting after elections;
- Existing members will explain what current CMAC subcommittees are in place and what they are working to accomplish;
- New CMAC members should be oriented on current issues confronting the CMAC;
- New CMAC members will attend the August CMAC retreat when scheduled.

### Documents:

- CMAC Policies and Procedures Manual
- CMAC Schedule of Meetings
- Description paper on pending issues relevant to CM – to be prepared at time of orientation
- Contact list of CM Coordinators, CMAC Members, and Alternates
- List of CMAC members and other CM contractors attending other pertinent meetings on behalf of CMAC:
  - Governor's Council on Substance Abuse
  - Family Policy Council
  - Department of Health, Tobacco Advisory Group
  - Liquor Control Board Privatization Task Force
  - Reducing Underage Drinking (RUaD)
- List of CM members on the Legislative and Public Relations Committees, and other committees
- Minutes of last two CMAC meetings
- Minutes of last CM state meeting
- Minutes of last CMAC Planning Retreat
- Other documents as appropriate

**Policy on CMAC Representatives  
Invited by OCD  
To Attend Out of State Events**

**\*Out of State Events, Conferences, Meetings, Other Functions**

**\*Hereafter the term “Event” will be used, but will include conferences, meetings, and other functions.**

When OCD staff is unable to attend an event or when it is necessary for a CMAC representative to also attend an event that is applicable to the Mission Statement of Community Mobilization, the following steps will be followed.

1. OCD staff shall determine if sufficient funds are available for a CMAC representative to attend.
2. When the CMAC representative is selected, OCD shall require that a written report be submitted to OCD regarding the conference two weeks following the date of the event. An oral report shall be presented at the next CMAC meeting following the event.
3. A CMAC representative who attends an event shall be reimbursed for transportation, hotel costs and per diem based on State Travel and Transportation Regulations upon submission of a Travel Expense Voucher. The vouchers shall be submitted within two weeks after the conference.

Events that are appropriate to attend include:

Community Anti-Drug Coalitions of America (CADCA)  
National Prevention Network Conference  
American Medical Association Conference on Alcohol

## **Miscellaneous**

### **CM Staff's Vision of Relationships with State Agency Partners**

Community Mobilization Program staff will work with their state agency partners in a manner that fulfills, at the state level, the principles embodied in the Community Mobilization (CM) Program mission statement: cooperation, collaboration, communication, commitment, and cultural competency.

As such, CM staff will work to support, collaborate with, and build upon the work of its state agency partners, to their mutual benefit, as well as to the benefit of the field of prevention within Washington State and the nation.

CM's program partners include the Division of Alcohol and Substance Abuse/DSHS, the Office of Superintendent of Public Instruction, the Liquor Control Board, the Traffic Safety Commission, the Family Policy Council, and others. We recognize that the work done by CM and our partners impacts all of our programs' contractors working at the local level.

Therefore, OCD endeavors to proactively and mutually:

- A. Collaborate in statewide prevention efforts
- B. Share information regarding program delivery
- C. Share program innovations and developments
- D. Incorporate research and assure quality program delivery
- E. Raise ongoing, emergent issues relevant to one another
- F. Support the ongoing development of the prevention field by our partners
- G. Support our partners as they seek new funding to advance the field of prevention
- H. Educate policy makers about our own and one another's successful program efforts
- I. To the extent practical, continually improve our programs' infrastructure for the mutual benefit of our programs and contractors; i.e., combine approaches relative to program applications, reporting requirements, and training
- J. Provide appropriate networking opportunities for our contractors in order for them to improve collaboration at the local level
- K. Educate policymakers within our own agency concerning prevention and the successful, collaborative approach that has been embraced by Washington State
- L. Work to combine/collaborate outcome evaluations to document the impact of prevention statewide

## Addendum

### CMAC QUALITY IMPROVEMENT SURVEY

**Please circle responses and add comments as desired. Return the first 3 questions to Susie Roberts, Department of Community, Trade, and Economic Development, Office of Community Development, P.O. Box 48350, Olympia, WA 98504-8350. Return by July 27, 2001. OCD will provide statewide information to CMAC and regional information to each region. If you would like to communicate something directly to your regional representative(s), please use the section at the bottom, tear it off, and give it to your representative(s).**

*THANK YOU FOR YOUR TIME!*

NAME (Optional): \_\_\_\_\_ Region: \_\_\_\_\_

I have been with Community Mobilization for \_\_\_\_\_ years. Date: \_\_\_\_\_

1. Since your CMAC Regional Representatives were last elected, have they:

A. Attend your CM Regional meetings regularly? ( Yes No Both One )

Comment: \_\_\_\_\_  
\_\_\_\_\_

B. Share pertinent information from the CMAC meetings with you in a thorough, effective, and timely manner? ( Yes No )

Comment: \_\_\_\_\_  
\_\_\_\_\_

C. Obtain input from your regional members concerning emerging program developments and issues? ( Yes No )

Comment: \_\_\_\_\_  
\_\_\_\_\_

D. Provide your input to OCD staff concerning emerging program developments and issues? ( Yes No )

Comment: \_\_\_\_\_  
\_\_\_\_\_

E. Facilitate the assignment and collection of tasks to regional members, for submission to OCD, as appropriate? (Yes No )

Comment: \_\_\_\_\_  
\_\_\_\_\_

2. Is the structure of CMAC working for you? ( Yes No )

Comment: \_\_\_\_\_  
\_\_\_\_\_

3. Are the regional meetings working for you? ( Yes No )

Comment: \_\_\_\_\_  
\_\_\_\_\_

General Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
Information for your CMAC Region's representatives:

TO: \_\_\_\_\_ FROM (Optional): \_\_\_\_\_

1. I really like it when you

\_\_\_\_\_

\_\_\_\_\_

2. It would help me if you would

\_\_\_\_\_

\_\_\_\_\_